EXHIBIT 1

Int. Cls.: 18, 25, 28 and 35

Prior U.S. Cls.: 1, 2, 3, 22, 23, 38, 39, 41, 50, 100, 101

and 102

Reg. No. 3,281,982

United States Patent and Trademark Office

Registered Aug. 21, 2007

TRADEMARK SERVICE MARK PRINCIPAL REGISTER



PLANET VENTURES, INC. (MAINE CORPORATION)
322 FORE STREET
PORTLAND, ME 04101

FOR: ARTICLES FOR DOGS MADE OF FABRIC, NAMELY, LEASHES AND COLLARS, IN CLASS 18 (U.S. CLS. 1, 2, 3, 22 AND 41).

FIRST USE 11-1-2004; IN COMMERCE 11-1-2004.

FOR: CLOTHING AND HEAD GEAR, NAMELY, HATS, SCARVES, VESTS AND TEE SHIRTS, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 11-1-2004; IN COMMERCE 11-1-2004.

FOR: TOYS FOR DOGS, NAMELY, CHEWING TOYS, BALLS AND FLYING DISKS, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

FIRST USE 11-1-2004; IN COMMERCE 11-1-2004.

FOR: RETAIL STORE SERVICES, MAIL ORDER CATALOG SERVICES, AND ON-LINE RETAIL SER-

VICES, ALL IN THE FIELD OF PET TOYS, ANIMAL THEMED GIFTS AND ACCESSORIES, LEASHES, TREATS, COLLARS, PET BEDS, PET APPAREL AND PET CARE PRODUCTS FOR DOGS, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 11-1-2004; IN COMMERCE 11-1-2004.

OWNER OF U.S. REG. NOS. 2,169,756, 2,490,661, AND 2,490,662.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "DOG", "EST. 1997", AND THE DESIGN OF A DOG AND DOG BISCUITS, APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF A DOG STANDING IN FRONT OF THE EARTH, ALL FRAMED BY THE WORDS "PLANET DOG EST. 1987" AND TWO DOG BISCUITS.

SER. NO. 77-037,889, FILED 11-6-2006.

PETER CHENG, EXAMINING ATTORNEY

From: TMOfficialNotices@USPTO.GOV
Sent: Wednesday, August 30, 2017 11:02 PM

To: jharris@lambertcoffin.com

Subject: Official USPTO Notice of Acceptance and Renewal Sections 8 and 9: U.S. Trademark RN 3281982: PLANET DOG EST. 1997 (Stylized/Design):

Docket/Reference No. 4940-1

U.S. Serial Number: 77037889U.S. Registration Number: 3281982U.S. Registration Date: Aug 21, 2007

Mark: PLANET DOG EST. 1997 (Stylized/Design)

Owner: Planet Ventures, Inc.

Aug 30, 2017

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

NOTICE OF REGISTRATION RENEWAL UNDER SECTION 9

The renewal application filed for the above-identified registration meets the requirements of Section 9 of the Trademark Act, 15 U.S.C. §1059. The registration is renewed.

The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.

Class(es):

018, 025, 028, 035

TRADEMARK SPECIALIST POST-REGISTRATION DIVISION 571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION IN SUCCESSIVE TEN-YEAR PERIODS

WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.

What and When to File: You must file a declaration of use (or excusable nonuse) and an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.

To check the status of this registration, go to

https://tsdr.uspto.gov/#caseNumber=77037889&caseSearchType=US_APPLICATION&caseType=SERIAL_NO&searchType=statusSearch or contact the Trademark Assistance Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to

https://tsdr.uspto.gov/#caseNumber=77037889&caseSearchType=US_APPLICATION&caseType=SERIAL_NO&searchType=documentSearch NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

* For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at https://www.uspto.gov/trademark/ or contact the Trademark Assistance Center at 1-800-786-9199.

ETAS ID: TM493925

900469963 10/15/2018

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Planet Ventures Inc.		10/11/2018	Corporation: MAINE

RECEIVING PARTY DATA

Name:	The Kyjen Company, LLC	
Street Address:	15514 E. Hinsdale Circle	
City:	Centennial	
State/Country:	COLORADO	
Postal Code:	80112	
Entity Type:	Limited Liability Company: COLORADO	

PROPERTY NUMBERS Total: 31

900469963

Property Type	Number	Word Mark
Registration Number:	5499608	STROBE
Registration Number:	4924485	CAMPUS DOG
Registration Number:	4497880	SNOOP
Registration Number:	4184375	MAZEE
Registration Number:	3222718	PLANET CAT
Registration Number:	3204691	ZOOM FLYER
Registration Number:	3209771	SIT. SPEAK. ACT.
Registration Number:	3204684	DOUBLE-TUFF
Registration Number:	3091455	RECYCLEBALL
Registration Number:	3091454	RECYCLEBONE
Registration Number:	3600204	GUS
Registration Number:	3541789	WHISTLE BALL
Registration Number:	3086569	SNACK SACK
Registration Number:	2916527	ORBEE-TUFF
Registration Number:	3881032	WOOD CHUCK
Registration Number:	3281982	PLANET DOG EST. 1997
Registration Number:	3281985	PLANET DOG
Registration Number:	3565655	LET FREEDOM ROMP! DID YOU KNOW ALL OF PL
Registration Number:	3530512	RESCUE. RAISE. LOVE. ADOPT.

TRADEMARK

REEL: 006456 FRAME: 0684

Property Type	Number	Word Mark
Registration Number:	3522099	WOOFMINSTER DOG SHOW
Registration Number:	3458983	SLOBBER-WICK
Registration Number:	2490662	PLANET DOG
Registration Number:	3171804	CAUTION TAILS WAGGING
Registration Number:	2816881	LIFE'S A BONE
Registration Number:	2921267	SHAKE N' PLAY
Registration Number:	2734523	JOWL TOWEL
Registration Number:	2536601	ORBEE
Registration Number:	2595968	LUNEE
Registration Number:	2169756	PLANET DOG
Serial Number:	88082547	GURU
Serial Number:	76394423	LOOPEE

CORRESPONDENCE DATA

Fax Number: 3129847700

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-372-2000

Email: IPDocketmwe@mwe.com, jmikulina@mwe.com, sawolff@mwe.com

Correspondent Name: Jennifer M. Mikulina
Address Line 1: 444 West Lake Street

Address Line 2: Suite 4000

Address Line 4: Chicago, ILLINOIS 60606-5058

NAME OF SUBMITTER:	Jennifer M. Mikulina
SIGNATURE:	/Jennifer Mikulina/
DATE SIGNED:	10/15/2018

Total Attachments: 7

source=PLANET DOG Trademark Assignment#page1.tif source=PLANET DOG Trademark Assignment#page2.tif source=PLANET DOG Trademark Assignment#page3.tif source=PLANET DOG Trademark Assignment#page4.tif source=PLANET DOG Trademark Assignment#page5.tif source=PLANET DOG Trademark Assignment#page6.tif source=PLANET DOG Trademark Assignment#page7.tif

TRADEMARK
REEL: 006456 FRAME: 0685

Generated on: This page was generated by TSDR on 2021-10-08 05:44:45 EDT

Mark: PLANET DOG EST. 1997



US Serial Number: 77037889 Application Filing Nov. 06, 2006

Date:

US Registration 3281982 Registration Date: Aug. 21, 2007

Number:

Register: Principal

Mark Type: Trademark, Service Mark

TM5 Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: The registration has been renewed.

Status Date: Aug. 30, 2017

Publication Date: Jun. 05, 2007

Mark Information

Mark Literal PLANET DOG EST. 1997

Elements:

Standard Character No

Claim:

Mark Drawing 3 - AN ILLUSTRATION DRAWING WHICH INCLUDES WORD(S)/ LETTER(S)/NUMBER(S)

Type

Description of The mark consists of A dog standing in front of the earth, all framed by the words "PLANET DOG EST. 1987" and two dog biscuits.

Mark:

Color(s) Claimed: Color is not claimed as a feature of the mark.

Disclaimer: "DOG", "EST. 1997", and the design of a dog and dog biscuits

Design Search 01.07.01 - Globes with outlines of continents

Code(s): 03.01.08 - Puppies; Dogs

03.01.24 - Stylized cats, dogs, wolves, foxes, bears, lions, tigers

03.13.02 - Skeletons (animals, four-footed mammals); Skulls (animals, four-footed mammals); Bones (animals, four-footed mammals) 26.01.08 - Letters, numerals or punctuation forming or bordering the perimeter of a circle; Circles having punctuation as a border;

Circles having letters or numerals as a border

26.01.17 - Two concentric circles; Concentric circles, two; Circles, two concentric

Related Properties Information

International 1373362, 0913142

Registration Number:

International A0069753/1373362, A0006880/0913142

Application(s)
/Registration(s)
Based on this
Property:

Claimed Ownership 2169756, 2490661, 2490662

of US Registrations:

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [..] indicate deleted goods/services;
- Double parenthesis ((..)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Articles for dogs made of fabric, namely, leashes and collars

International 018 - Primary Class U.S Class(es): 001, 002, 003, 022, 041

Class(es):

Class Status: ACTIVE Basis: 1(a)

> First Use: Nov. 01, 2004 Use in Commerce: Nov. 01, 2004

For: Clothing and head gear, namely, hats, scarves, vests and tee shirts

International 025 - Primary Class Class(es):

U.S Class(es): 022, 039

Class Status: ACTIVE

Basis: 1(a)

First Use: Nov. 01, 2004 Use in Commerce: Nov. 01, 2004

For: Toys for dogs, namely, chewing toys, balls and flying disks

International 028 - Primary Class

U.S Class(es): 022, 023, 038, 050

U.S Class(es): 100, 101, 102

Class(es):

Class Status: ACTIVE Basis: 1(a)

> First Use: Nov. 01, 2004 Use in Commerce: Nov. 01, 2004

For: Retail store services, mail order catalog services, and on-line retail services, all in the field of pet toys, animal themed gifts and

accessories, leashes, treats, collars, pet beds, pet apparel and pet care products for dogs

International 035 - Primary Class

Class(es):

Class Status: ACTIVE Basis: 1(a)

> First Use: Nov. 01, 2004 Use in Commerce: Nov. 01, 2004

Basis Information (Case Level)

Filed Use: Yes Currently Use: Yes Filed ITU: No Currently ITU: No Filed 44D: No Currently 44E: No Filed 44E: No Currently 66A: No Filed 66A: No Currently No Basis: No

Filed No Basis: No

Current Owner(s) Information

Owner Name: THE KYJEN COMPANY, LLC Owner Address: 15514 E. HINSDALE CIRCLE

CENTENNIAL, COLORADO UNITED STATES 80112

Legal Entity Type: LIMITED LIABILITY COMPANY State or Country COLORADO

Where Organized:

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Robin Rossenfeld Attorney Primary r.rossenfeld@att.net

Attorney Email Yes **Email Address:** Authorized:

Correspondent

Correspondent Robin Rossenfeld

Name/Address: 9 South Downing Ste 91

Denver, COLORADO UNITED STATES 80209

Fax: 303-484-2472 Phone: 303-284-8708

Correspondent e- r.rossenfeld@att.net mail:

Correspondent e- Yes mail Authorized:

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Aug. 06, 2019	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Aug. 06, 2019	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Oct. 17, 2018	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Aug. 30, 2017	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED	
Aug. 30, 2017	REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)	67110
Aug. 30, 2017	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	67110
Aug. 30, 2017	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	67110
Jul. 20, 2017	TEAS SECTION 8 & 9 RECEIVED	
Aug. 21, 2016	COURTESY REMINDER - SEC. 8 (10-YR)/SEC. 9 E-MAILED	
Jun. 03, 2013	NOTICE OF ACCEPTANCE OF SEC. 8 & 15 - E-MAILED	
Jun. 03, 2013	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	67723
Jun. 03, 2013	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	67723
May 14, 2013	TEAS SECTION 8 & 15 RECEIVED	
Aug. 21, 2007	REGISTERED-PRINCIPAL REGISTER	
Jun. 05, 2007	PUBLISHED FOR OPPOSITION	
May 16, 2007	NOTICE OF PUBLICATION	
Apr. 09, 2007	LAW OFFICE PUBLICATION REVIEW COMPLETED	73797
Apr. 09, 2007	ASSIGNED TO LIE	73797
Mar. 16, 2007	APPROVED FOR PUB - PRINCIPAL REGISTER	
Mar. 16, 2007	EXAMINER'S AMENDMENT ENTERED	88888
Mar. 16, 2007	EXAMINERS AMENDMENT E-MAILED	6328
Mar. 16, 2007	EXAMINERS AMENDMENT -WRITTEN	82084
Mar. 14, 2007	ASSIGNED TO EXAMINER	82084
Nov. 10, 2006	NOTICE OF DESIGN SEARCH CODE MAILED	
Nov. 09, 2006	NEW APPLICATION ENTERED IN TRAM	

TM Staff and Location Information

TM Staff Information - None File Location

Current Location: GENERIC WEB UPDATE Date in Location: Aug. 30, 2017

Assignment Abstract Of Title Information

Summary

Total Assignments: 6 Registrant: Planet Ventures, Inc.

Assignment 1 of 6

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: 6456/0684 **Pages:** 9

Date Recorded: Oct. 15, 2018

Supporting assignment-tm-6456-0684.pdf

Documents:

Assigno

Name: PLANET VENTURES INC. Execution Date: Oct. 11, 2018

Legal Entity Type: CORPORATION State or Country Where Organized:

Assignee

Name: THE KYJEN COMPANY, LLC

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country COLORADO
Where Organized:

Address: 15514 E. HINSDALE CIRCLE

CENTENNIAL, COLORADO 80112

Correspondent JENNIFER M. MIKULINA

Name:

Correspondent 444 WEST LAKE STREET

Address: SUITE 4000

CHICAGO, IL 60606-5058

Domestic Representative - Not Found

Correspondent

Assignment 2 of 6

Conveyance: SECURITY INTEREST

Reel/Frame: 6465/0866 Pages: 8

Date Recorded: Oct. 25, 2018

Supporting assignment-tm-6465-0866.pdf

Documents:

Assignor

Name: THE KYJEN COMPANY, LLC Execution Date: Oct. 11, 2018

Legal Entity Type: LIMITED LIABILITY COMPANY State or Country COLORADO

Where Organized:

Assignee

Name: CRESCENT DIRECT LENDING, LLC, AS ADMINISTRATIVE AGENT

Legal Entity Type: LIMITED LIABILITY COMPANY State or Country DELAWARE

Where Organized:

Address: 100 FEDERAL STREET, 31ST FLOOR

BOSTON, MASSACHUSETTS 02110

Correspondent

Correspondent CHRISTINE SLATTERY

Name:

Correspondent PROSKAUER ROSE LLP

Address: ONE INTERNATIONAL PLACE, 23RD FLOOR

BOSTON, MA 02110

Domestic Representative - Not Found

Assignment 3 of 6

Conveyance: SECURITY INTEREST

Reel/Frame: <u>6535/0597</u> **Pages:** 8

Date Recorded: Nov. 07, 2018

Supporting assignment-tm-6535-0597.pdf

Documents:

Assignor

 Name:
 THE KYJEN COMPANY, LLC
 Execution Date:
 Oct. 11, 2018

 Legal Entity Type:
 LIMITED LIABILITY COMPANY
 State or Country
 COLORADO

Where Organized:

Assignee

Name: FIDUS INVESTMENT CORPORATION

Legal Entity Type: CORPORATION State or Country MARYLAND

Where Organized:

Address: 1603 ORRINGTON AVE., SUITE 1005

EVANSTON, ILLINOIS 60201

Correspondent

Correspondent JENNIFER CARUSONE

Name:

Correspondent 101 N. TRYON ST., SUITE 1900

Address: ROBINSON, BRADSHAW & HINSON, P.A.

CHARLOTTE, NC 28246

Domestic Representative - Not Found

Assignment 4 of 6

Conveyance: SECURITY INTEREST

Reel/Frame: 7246/0904 Pages: 27

Date Recorded: Apr. 06, 2021

Supporting assignment-tm-7246-0904.pdf

Documents:

Assignor

Name: THE KYJEN COMPANY, LLC Execution Date: Apr. 05, 2021

Legal Entity Type: LIMITED LIABILITY COMPANY State or Country COLORADO

Where Organized:

Name: GOSLING, INC. Execution Date: Apr. 05, 2021

Legal Entity Type: CORPORATION State or Country CALIFORNIA

Where Organized:

Name: SENTIMENTS, LLC Execution Date: Apr. 05, 2021

Legal Entity Type: LIMITED LIABILITY COMPANY State or Country CALIFORNIA

Where Organized:

Assignee

Name: WHITEHORSE CAPITAL MANAGEMENT, LLC

Legal Entity Type: LIMITED LIABILITY COMPANY State or Country DELAWARE

Where Organized:

Address: 1271 AVENUE OF THE AMERICAS

22ND

NEW YORK, NEW YORK 10020

Correspondent

Correspondent STEVEN SHEESLEY

Name:

Correspondent 1180 PEACHTREE STREET NE Address: KING & SPALDING LLP

ATLANTA, GA 30309

Domestic Representative - Not Found

Assignment 5 of 6

Conveyance: RELEASE BY SECURED PARTY

Reel/Frame: 7255/0316 **Pages:** 20

Date Recorded: Apr. 13, 2021

Supporting assignment-tm-7255-0316.pdf

Documents:

Assignor

Name: FIDUS INVESTMENT CORPORATION, AS Execution Date: Apr. 05, 2021

COLLATERAL AGENT

Legal Entity Type: CORPORATION State or Country MARYLAND

Where Organized:

Assignee

Name: THE KYJEN COMPANY, LLC

Legal Entity Type: LIMITED LIABILITY COMPANY State or Country COLORADO

Where Organized:

Address: 15514 E HINSDALE CIRCLE, UNIT A

CENTENNIAL, COLORADO 80112

Correspondent

Correspondent ELEANOR B. ATKINS

Name:

Correspondent MCDERMOTT WILL & EMERY LLP

Address: 500 NORTH CAPITOL STREET, NW

WASHINGTON, DC 20001-1531

Domestic Representative - Not Found

Assignment 6 of 6

Conveyance: RELEASE BY SECURED PARTY

Reel/Frame: 7258/0753 Pages: 20

Date Recorded: Apr. 07, 2021

Supporting assignment-tm-7258-0753.pdf

Legal Entity Type: LIMITED LIABILITY COMPANY

Documents:

Assignor

Name: CRESCENT DIRECT LENDING, LLC, AS

ADMINISTRATIVE AGENT

State or Country DELAWARE

Execution Date: Apr. 05, 2021

Where Organized:

Assignee

Name: THE KYJEN COMPANY, LLC

Legal Entity Type: LIMITED LIABILITY COMPANY State or Country COLORADO

Where Organized:

Address: 15514 E HINSDALE CIRCLE, UNIT A

CENTENNIAL, COLORADO 80112

Correspondent

Correspondent ELEANOR B. ATKINS

Name:

Correspondent MCDERMOTT WILL & EMERY LLP

Address: 555 NORTH CAPITOL STREET, NW

WASHINGTON, DC 20001-1531

Domestic Representative - Not Found

Anited States of America United States Patent and Trademark Office



Reg. No. 4,912,829

THE KYJEN COMPANY, LLC (COLORADO LIMITED LIABILITY COMPANY) 15514 EAST HINSDALE CIRCLE

Registered Mar. 8, 2016 CENTENNIAL, CO 80112

Int. Cl.: 28

FOR: PET TOYS, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

TRADEMARK

FIRST USE 3-24-2014; IN COMMERCE 7-1-2014.

PRINCIPAL REGISTER

OWNER OF U.S. REG. NO. 2,709,593.

THE COLOR(S) GRAY, TURQUOISE, GREEN, RED, AND WHITE IS/ARE CLAIMED AS A FEATURE OF THE MARK.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "HOUND", APART FROM THE MARK AS SHOWN.

THE MARK CONSISTS OF THE STYLIZED WORDS "OUTWARD HOUND" IN A STACKED FORMATION INSIDE A RECTANGULAR-LIKE GRAY COLORED BORDER WITH ROUNDED CORNERS HAVING A WHITE COLORED INSIDE. "OUTWARD" IS IN SMALLER GRAY COLORED LETTERING AND PLACED ABOVE THE LETTERS "HOU" IN "HOUND". THE LETTERS "H" AND "D" IN "HOUND" ARE COLORED GRAY. WITH REGARD TO "HOUND", "O" IS COLORED TURQUOISE, "U" IS COLORED GREEN, AND "N" IS COLORED RED. THE LETTER "N" IN "HOUND" IS A STYLIZED RED COLORED HOUSE WITH A ROOF AND CHIMNEY FEATURING A WHITE COLORED SILHOUETTE OF A DOG. OVERLAPPING THE BOTTOM PORTION OF THE RECTANGULAR-LIKE BORDER ARE THE STYLIZED WORDS "RAISE THE WOOF" COLORED WHITE INSIDE A GRAY COLORED OBLONG.

SER. NO. 86-667,690, FILED 6-19-2015.

SIMON TENG, EXAMINING ATTORNEY

Michelle K. Zen

Director of the United States Patent and Trademark Office Int. Cls.: 18 and 21

Prior U.S. Cls.: 1, 2, 3, 13, 22, 23, 29, 30, 33, 40, 41, and

Reg. No. 2,709,593 United States Patent and Trademark Office

Registered Apr. 22, 2003

TRADEMARK PRINCIPAL REGISTER

OUTWARD HOUND

KYJEN COMPANY, INC., THE (CALIFORNIA CORPORATION) P.O. BOX 793 **HUNTINGTON BEACH, CA 92648**

FOR: DOG CLOTHING; AND DOG BACKPACKS, IN CLASS 18 (U.S. CLS. 1, 2, 3, 22 AND 41).

FIRST USE 3-0-1997; IN COMMERCE 4-0-1998.

FOR: PORTABLE DOG FEEDING DISHES; AND PORTABLE CONTAINERS FOR DOG FOODS, IN CLASS 21 (U.S. CLS. 2, 13, 23, 29, 30, 33, 40 AND 50).

FIRST USE 3-0-1997; IN COMMERCE 4-0-1998.

SN 75-458,781, FILED 3-30-1998.

MITCHELL FRONT, EXAMINING ATTORNEY

From: TMOfficialNotices@USPTO.GOV Tuesday, April 16, 2013 11:01 PM Sent: diane@patentpartnersllc.com To:

Trademark RN 2709593: Official Notice of Acceptance and Renewal under Sections 8 and 9 of the Trademark Act Subject:

Serial Number: 75458781 Registration Number: 2709593 Registration Date: Apr 22, 2003 Mark: OUTWARD HOUND Owner: Kyjen Company, Inc., The

Apr 16, 2013

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. The Section 8 declaration is accepted.

NOTICE OF REGISTRATION RENEWAL UNDER SECTION 9

The renewal application filed for the above-identified registration meets the requirements of Section 9 of the Trademark Act, 15 U.S.C. §1059. The registration is renewed.

The registration will remain in force for the class(es) listed below for the remainder of the ten-year period, calculated from the registration date, unless canceled by an order of the Commissioner for Trademarks or a Federal Court.

Class(es):

018, 021

TRADEMARK SPECIALIST POST-REGISTRATION DIVISION 571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION IN SUCCESSIVE TEN-YEAR PERIODS

WARNING: Your registration will be canceled if you do not file the documents below during the specified time periods.

What and When to File: You must file a declaration of use (or excusable nonuse) and an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

The USPTO WILL NOT SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE REGISTRANT SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.

To view this notice and other documents for this application on-line, go to http://tdr.uspto.gov/search.action?sn=75458781. NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

ETAS ID: TM358530

900340806 10/14/2015 Face 1:24 by 23073 DPC Document 1-1 Entered on TESP Docket 10/15/2024 Page 15 of 80

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: CHANGE OF NAME

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Kyjen Company, Inc.		08/26/2012	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	THE KYJEN COMPANY, LLC	
Street Address:	15514 EAST HINSDALE CIRCLE	
City:	CENTENNIAL	
State/Country:	COLORADO	
Postal Code:	80112	
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO	

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark	
Registration Number:	4008839	DOG GAMES	
Registration Number:	3424468	DOGGIE JOGGER	
Registration Number:	3424467	MEGA SQUEAK SQUEAKER MAT	
Registration Number:	2908525	PIP SQEAKS	
Registration Number:	2881726	POLYTEX	
Registration Number:	3111129	BUNGEES	
Registration Number:	3813030	DISPOSE-A-BOWL	
Registration Number:	4239599	DOG GAMES	
Registration Number:	3605948	SPACE	
Registration Number:	3611770	POOCH PICK-UP	
Registration Number:	3460650	LAUNCH-A-BALL	
Registration Number:	3279263	WALK 'N ROLL	
Registration Number:	3282284	FLEECY CLEANS	
Registration Number:	3279252	PORT-A-BOWL	
Registration Number:	3278965	HIDE A SQUIRREL	
Registration Number:	3278963	BABBLE BUDDIES	
Registration Number:	2677717	INTELLIBONE	
Registration Number:	3203221	PLUSH PUPPIES	
Registration Number:	2709593	OUTWARD HOUND	

TRADEMARK REEL: 005644 FRAME: 0577

900340806

Case 1:24 ev 23973 DPC - Decument 1-1 - Entered on FLSD Decket 19/15/2924 - Page 16 of 89

CORRESPONDENCE DATA

Fax Number: 2165790212

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 216-586-3939

Email: mzadd@jonesday.com, pcyngier@jonesday.com

Correspondent Name: MICHAEL A. ZADD

Address Line 1: 901 LAKESIDE AVENUE

Address Line 2: JONES DAY

Address Line 4: CLEVELAND, OHIO 44114

ATTORNEY DOCKET NUMBER:	560255-037001-KYJEN
NAME OF SUBMITTER:	MICHAEL A. ZADD
SIGNATURE:	/MICHAEL A. ZADD/
DATE SIGNED:	10/14/2015

Total Attachments: 36

source=Articles of Organization - The Kyjen Company, LLC#page1.tif source=Articles of Organization - The Kyjen Company, LLC#page2.tif source=Articles of Organization - The Kyjen Company, LLC#page3.tif source=Articles of Organization - The Kyjen Company, LLC#page4.tif source=Articles of Organization - The Kyjen Company, LLC#page5.tif source=Articles of Organization - The Kyjen Company, LLC#page6.tif source=Articles of Organization - The Kyjen Company, LLC#page7.tif source=Articles of Organization - The Kyjen Company, LLC#page8.tif source=Articles of Organization - The Kyjen Company, LLC#page9.tif source=Articles of Organization - The Kyjen Company, LLC#page10.tif source=Articles of Organization - The Kyjen Company, LLC#page11.tif source=Articles of Organization - The Kyjen Company, LLC#page12.tif source=Articles of Organization - The Kyjen Company, LLC#page13.tif source=Articles of Organization - The Kyjen Company, LLC#page14.tif source=Articles of Organization - The Kyjen Company, LLC#page15.tif source=Articles of Organization - The Kyjen Company, LLC#page16.tif source=Articles of Organization - The Kyjen Company, LLC#page17.tif source=Articles of Organization - The Kyjen Company, LLC#page18.tif source=Articles of Organization - The Kyjen Company, LLC#page19.tif source=Articles of Organization - The Kyjen Company, LLC#page20.tif source=Articles of Organization - The Kyjen Company, LLC#page21.tif source=Articles of Organization - The Kyjen Company, LLC#page22.tif source=Articles of Organization - The Kyjen Company, LLC#page23.tif source=Articles of Organization - The Kyjen Company, LLC#page24.tif source=Articles of Organization - The Kyjen Company, LLC#page25.tif source=Articles of Organization - The Kyjen Company, LLC#page26.tif source=Articles of Organization - The Kyjen Company, LLC#page27.tif source=Articles of Organization - The Kyjen Company, LLC#page28.tif source=Articles of Organization - The Kyjen Company, LLC#page29.tif source=Articles of Organization - The Kyjen Company, LLC#page30.tif source=Articles of Organization - The Kyjen Company, LLC#page31.tif

> TRADEMARK REEL: 005644 FRAME: 0578

Case 1:24 ev 23973 DPC Document 1 1 Entered on FLSD Docket 10/15/2024 Page 17 of 89 source=Articles of Organization - The Kyjen Company, LLC#page32.tif source=Articles of Organization - The Kyjen Company, LLC#page33.tif source=Articles of Organization - The Kyjen Company, LLC#page34.tif source=Articles of Organization - The Kyjen Company, LLC#page35.tif source=Articles of Organization - The Kyjen Company, LLC#page36.tif

TRADEMARK REEL: 005644 FRAME: 0579 Int. Cls.: 20 and 28

Prior U.S. Cls.: 2, 13, 22, 23, 25, 32, 38 and 50

United States Patent and Trademark Office

Reg. No. 2,930,186 Registered Mar. 8, 2005

TRADEMARK PRINCIPAL REGISTER

PETSTAGES

FARMER'S SELECT, INC. (ILLINOIS CORPORATION), DBA PETSTAGES
1780 GREEN BAY ROAD, SUITE 205
HIGHLAND PARK, IL 60035

FOR: PET BEDS AND PET PILLOWS; AND PLAY ENVIRONMENTS FOR DOGS, CATS AND BIRDS, NAMELY, PLAYHOUSES AND PLAY ENCLOSURES, IN CLASS 20 (U.S. CLS. 2, 13, 22, 25, 32 AND 50).

FIRST USE 6-0-2003; IN COMMERCE 6-0-2003.

FOR: PLASTIC TEETHING, CHEWING AND CLAWING TOYS FOR DOGS, CATS AND BIRDS;

TOYS FOR DOGS, CATS AND BIRDS; CHEW AND HONING TOYS; SELF PLAY, INTERACTIVE PLAY AND COMFORT PLAY TOYS AND ARTICLES FOR DOGS, CATS AND BIRDS; DEVELOPMENTAL TOYS FOR DOGS, CATS AND BIRDS, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

FIRST USE 6-0-2003; IN COMMERCE 6-0-2003.

SER. NO. 76-537,520, FILED 8-15-2003.

MATTHEW KLINE, EXAMINING ATTORNEY

Side - 1



NOTICE OF ACCEPTANCE OF §8 DECLARATION AND §9 RENEWAL MAILING DATE: Mar 18, 2015

The declaration and renewal application filed in connection with the registration identified below meets the requirements of Sections 8 and 9 of the Trademark Act, 15 U.S.C. §§1058 and 1059. The declaration is accepted and renewal is granted. The registration remains in force.

For further information about this notice, visit our website at: http://www.uspto.gov. To review information regarding the referenced registration, go to http://tarr.uspto.gov.

REG NUMBER: 2930186

MARK: PETSTAGES

OWNER: PETSTAGES, INC.

Side - 2

UNITED STATES PATENT AND TRADEMARK OFFICE COMMISSIONER FOR TRADEMARKS P.O. BOX 1451 ALEXANDRIA, VA 22313-1451

FIRST-CLASS MAIL U.S POSTAGE PAID

RICHARD D HARRIS GREENBERG TRAURIG, PC 77 W WACKER DR STE 3100 CHICAGO, IL 60601

900357574 03/16/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM376900

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	
SEQUENCE:	1	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Petstages, Inc.		03/10/2016	Corporation: ILLINOIS

RECEIVING PARTY DATA

Name:	The Kyjen Company, Inc.	
Doing Business As:	Outward Hound	
Street Address:	15514 E. Hinsdale Circle	
City:	Centennial	
State/Country:	COLORADO	
Postal Code:	80112	
Entity Type:	Corporation: COLORADO	

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	4359507	CRUNCHCORE
Registration Number:	3935935	
Registration Number:	4514817	DOGWOOD
Registration Number:	3692958	GREENMAGIC
Registration Number:	3248440	HEALTHY PORTION
Registration Number:	3783100	OCCUPI
Registration Number:	3051437	ORKA
Registration Number:	2930186	PETSTAGES
Registration Number:	3340461	PETSTAGES
Registration Number:	2930187	PETSTAGES
Registration Number:	2935752	PETSTAGES
Registration Number:	3067057	PETSTAGES
Registration Number:	3340458	PETSTAGES
Registration Number:	4533751	RUFFWOOD
Registration Number:	3420018	SMART PAW
Registration Number:	4222076	THOR
Registration Number:	4222077	THOR

TRADEMARK REEL: 005752 FRAME: 0441

900357574

Property Type	Number	Word Mark
Registration Number:	4633924	BEYOND BONE
Registration Number:	4685511	INVIRONMENT
Registration Number:	4828523	MADCAP
Registration Number:	4598864	SPILL GUARD
Serial Number:	86423190	ADDED BALANCE
Serial Number:	86247254	BONE BLEND
Serial Number:	86348629	DEERHORN
Serial Number:	86369727	ELKRIDGE
Serial Number:	86687912	FINITI
Serial Number:	86810321	FINITY
Serial Number:	85974226	GRATIFY
Serial Number:	86577161	SLINGSOCK
Serial Number:	86613858	REBOUND

CORRESPONDENCE DATA

Fax Number: 3034842472

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Email: diane@patentpartnersllc.com

Correspondent Name: Diane van os

Address Line 1: 8016 s. deer creek canyon rd Address Line 4: morrison, COLORADO 80465

ATTORNEY DOCKET NUMBER:	PETSTAGES
NAME OF SUBMITTER:	Diane van os
SIGNATURE:	/Diane van Os/
DATE SIGNED:	03/16/2016

Total Attachments: 3

source=PetstagesAssignments#page1.tif source=PetstagesAssignments#page2.tif source=PetstagesAssignments#page3.tif

Int. Cl.: 28

Prior U.S. Cls.: 22, 23, 38 and 50

Reg. No. 3,278,965

United States Patent and Trademark Office

Registered Aug. 14, 2007

TRADEMARK PRINCIPAL REGISTER

Hide A Squirrel

THE KYJEN COMPANY, INC. (CALIFORNIA CORPORATION)
P.O. BOX 793
HUNTINGTON BEACH, CA 92648

FOR: DOG TOYS, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

FIRST USE 11-21-2002; IN COMMERCE 3-28-2003.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SER. NO. 77-028,347, FILED 10-24-2006.

HANNO RITTNER, EXAMINING ATTORNEY

From: TMOfficialNotices@USPTO.GOV
Sent: Monday, November 7, 2016 11:01 PM
To: diane@patentpaertnersllc.com

Subject: Official USPTO Notice of Acceptance and Renewal Sections 8 and 9: U.S. Trademark RN 3278965: HIDE A SQUIRREL

Serial Number: 77028347 Registration Number: 3278965 Registration Date: Aug 14, 2007 Mark: HIDE A SQUIRREL

Owner: THE KYJEN COMPANY, LLC

Nov 7, 2016

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

NOTICE OF REGISTRATION RENEWAL UNDER SECTION 9

The renewal application filed for the above-identified registration meets the requirements of Section 9 of the Trademark Act, 15 U.S.C. §1059. The registration is renewed.

The registration will remain in force for the class(es) listed below for the remainder of the ten-year period, calculated from the registration date, unless canceled by an order of the Commissioner for Trademarks or a Federal Court.

Class(es):

028

TRADEMARK SPECIALIST POST-REGISTRATION DIVISION 571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION IN SUCCESSIVE TEN-YEAR PERIODS

WARNING: Your registration will be canceled if you do not file the documents below during the specified time periods.

What and When to File: You must file a declaration of use (or excusable nonuse) and an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

The USPTO WILL NOT SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE REGISTRANT SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.

To view this notice and other documents for this application on-line, go to http://tdr.uspto.gov/search.action?sn=77028347. NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

ETAS ID: TM638859

H \$3240.00 46015

TRADEMARK ASSIGNMENT COVER SHEET

04/13/2021

900609055

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fidus Investment Corporation, as Collateral Agent		04/05/2021	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	The Kyjen Company, LLC	
Street Address:	15514 E Hinsdale Circle, Unit A	
City:	Centennial	
State/Country:	COLORADO	
Postal Code:	80112	
Entity Type:	Limited Liability Company: COLORADO	

PROPERTY NUMBERS Total: 129

Property Type	Number	Word Mark
Registration Number:	4601518	"PICK UP WHERE YOUR DOG LEFT OFF"
Registration Number:	5134846	3IN1 UP FEEDER
Registration Number:	4633924	BEYOND BONE
Registration Number:	5003813	BONEBLEND
Registration Number:	5068258	BUZZWOOF
Registration Number:	4249477	CAGEY CUBE
Registration Number:	5353694	CATNIP BLASTED CATNIP ATTACHED TO HELP I
Registration Number:	5359645	CHICK-A-BONE
Registration Number:	4359507	CRUNCHCORE
Registration Number:	5116333	DEERHORN
Registration Number:	4239599	DOG GAMES
Registration Number:	4008839	DOG GAMES
Registration Number:	4232744	DOG GAMES PUZZLE TOYS
Registration Number:	3424468	DOGGIE JOGGER
Registration Number:	4553649	DOGGY BLOCKS SPINNER
Registration Number:	4514817	DOGWOOD
Registration Number:	3753697	DUBLIN DOG
Registration Number:	3477707	DUBLIN DOG YOU SHOULD BE SO LUCKY.
Registration Number:	5060029	ELKRIDGE
		TRADEMARK

900609055 REEL: 007255 FRAME: 0316

Case 1:24 ev 23973 DPG - Decument 1 1 - Entered on FLSD Decket 19/15/2924 - Page 25 of 89

Property Type	Number	Word Mark
Registration Number:	5109632	EVER CRUNCH
Registration Number:	4234134	EXTREME HIDE A SQUIRREL
Registration Number:	5079507	FINITY
Registration Number:	5068608	FIRE BITERZ
Registration Number:	3282284	FLEECY CLEANS
Registration Number:	5418287	FUN FEEDER SLO BOWL
Registration Number:	4612840	GIVE THE GIFT OF PLAY
Registration Number:	3692958	GREENMAGIC
Registration Number:	4835764	HANDS FREE HIPSTER
Registration Number:	3248440	HEALTHY PORTION
Registration Number:	4157501	HIDE A BEE
Registration Number:	4160602	HIDE A BIRD
Registration Number:	3278965	HIDE A SQUIRREL
Registration Number:	4157870	INDESTRUCTIBLES
Registration Number:	4028886	INSTINCT CONTOUR NESTING BEDS
Registration Number:	2677717	INTELLIBONE
Registration Number:	4012367	INVINCIBLES
Registration Number:	4685511	INVIRONMENT
Registration Number:	4157847	IQUBE
Registration Number:	4396343	KAZOOTIES
Registration Number:	4124307	KEEPING DOGS ACTIVE AND ENGAGED
Registration Number:	4587649	KEEPS SQUEAKIN' WHEN PUNCTURED
Registration Number:	4249479	KIBBLE DROP
Registration Number:	4596176	KYJEN
Registration Number:	3460650	LAUNCH-A-BALL
Registration Number:	4163580	LEASH MATE
Registration Number:	4835765	LUCKY DOG SLOTS
Registration Number:	4828523	MADCAP
Registration Number:	4253348	MOON ROVER RESCUE
Registration Number:	5241084	NEWHIDE
Registration Number:	3783100	OCCUPI
Registration Number:	3051437	ORKA
Registration Number:	2709593	OUTWARD HOUND
Registration Number:	4912829	OUTWARD HOUND RAISE THE WOOF
Registration Number:	4931380	OUTWARD HOUND RAISE THE WOOF
Registration Number:	4246112	PAW FLAPPER
Registration Number:	4012600	PAW HIDE
Registration Number:	3340458	PETSTAGES

Coco 1:24 ov 22072 DDC	Dooumont 1 1	Entered on ELCD Dealest 10/15/2024	Dago 26 of 00
			1 444 20 01 03

Property Type	Number	Word Mark
Registration Number:	2930186	PETSTAGES
Registration Number:	3067057	PETSTAGES
Registration Number:	3340461	PETSTAGES
Registration Number:	4601504	PFAT BAG
Registration Number:	2908525	PIP SQEAKS
Registration Number:	4157895	PLUSH BUDDIES
Registration Number:	3203221	PLUSH PUPPIES
Registration Number:	4640942	PLUSH PUPPIES SQUEAKER MAT
Registration Number:	2881726	POLYTEX
Registration Number:	3611770	POOCH PICK-UP
Registration Number:	3279252	PORT-A-BOWL
Registration Number:	5263470	PRODUCTS WITH PURPOSE
Registration Number:	4157679	PUZZLE PLUSH
Registration Number:	5430255	PUZZLE SCRATCH
Registration Number:	5028061	REBOUND
Registration Number:	4533751	RUFFWOOD
Registration Number:	4601425	SEEK.SQUEAK.REPEAT
Registration Number:	5027965	SLINGSOCK
Registration Number:	4501130	SLO-BOWL
Registration Number:	3420018	SMART PAW
Registration Number:	5433590	SNEAKY SQUEAKY BALL
Registration Number:	4598864	SPILL GUARD
Registration Number:	5433523	SSSUPREME SNAKES
Registration Number:	4404158	STAR SPINNER DOG TOY PUZZLE
Registration Number:	4757258	THE WOOF PACK
Registration Number:	4287105	THEY KEEP ON SQUEAKING EVEN WHEN PUNCTUR
Registration Number:	4222076	THOR
Registration Number:	4222077	THOR
Registration Number:	4551944	TIC-TAC-TWIRL
Registration Number:	4828040	TIGER SEAMZ
Registration Number:	5241606	TOUGH SEAMZ
Registration Number:	5428383	TOWER OF TRACKS
Registration Number:	4278553	TREAT TRIAD
Registration Number:	4404159	TREAT WHEEL DOG TOY PUZZLE
Registration Number:	4923858	TREATER TOTTER
Registration Number:	4246111	TUFF GUYS
Registration Number:	4157911	TUFF ONES
Registration Number:	3279263	WALK 'N ROLL

Property Type	Number	Word Mark
Registration Number:	4551892	YIN-YANG-YUM
Registration Number:	5497299	DOG SMART
Registration Number:	5497296	DOG HIDE N' SLIDE
Registration Number:	5497295	DOG WORKER
Registration Number:	5412084	FUN FEEDER
Registration Number:	4400254	LIL' RIPPERS
Registration Number:	5499608	STROBE
Registration Number:	4924485	CAMPUS DOG
Registration Number:	4497880	SNOOP
Registration Number:	4184375	MAZEE
Registration Number:	3222718	PLANET CAT
Registration Number:	3204691	ZOOM FLYER
Registration Number:	3209771	SIT. SPEAK. ACT.
Registration Number:	3204684	DOUBLE-TUFF
Registration Number:	3091455	RECYCLEBALL
Registration Number:	3091454	RECYCLEBONE
Registration Number:	3600204	GUS
Registration Number:	3541789	WHISTLE BALL
Registration Number:	3086569	SNACK SACK
Registration Number:	2916527	ORBEE-TUFF
Registration Number:	3881032	WOOD CHUCK
Registration Number:	3281982	PLANET DOG EST. 1997
Registration Number:	3281985	PLANET DOG
Registration Number:	3530512	RESCUE. RAISE. LOVE. ADOPT.
Registration Number:	3522099	WOOFMINSTER DOG SHOW
Registration Number:	3458983	SLOBBER-WICK
Registration Number:	2490662	PLANET DOG
Registration Number:	2816881	LIFE'S A BONE
Registration Number:	2536601	ORBEE
Registration Number:	2169756	PLANET DOG
Serial Number:	87302049	CHEW SHIELD TECHNOLOGY
Serial Number:	87289577	INVINCIBLE SQUEAKERS KEEPS SQUEAKIN' IF
Serial Number:	87681428	HEDGEHOGZ
Serial Number:	88082547	GURU

CORRESPONDENCE DATA

Fax Number: 2027568087

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

TRADEMARK

REEL: 007255 FRAME: 0319

Case 1:24 ev-23973 DPC - Document 1 1 - Entered on FLSD-Docket 19/15/2024 - Page 28 of 89

Phone: 202-756-8000

Email: ipdocketmwe@mwe.com, eatkins@mwe.com, jmikulina@mwe.com,

kdelcoure@mwe.com

Correspondent Name: Eleanor B. Atkins

Address Line 1:McDermott Will & Emery LLPAddress Line 2:500 North Capitol Street, NWAddress Line 4:Washington, D.C. 20001-1531

ATTORNEY DOCKET NUMBER:	104930-0011
NAME OF SUBMITTER:	Eleanor B. Atkins
SIGNATURE:	/Eleanor Atkins/
DATE SIGNED:	04/13/2021

Total Attachments: 15

source=Fidus - Outward Hound - Release of Trademark Security Agreement (Kyjen) [Executed 4-5-21]#page1.tif source=Fidus - Outward Hound - Release of Trademark Security Agreement (Kyjen) [Executed 4-5-21]#page3.tif source=Fidus - Outward Hound - Release of Trademark Security Agreement (Kyjen) [Executed 4-5-21]#page3.tif source=Fidus - Outward Hound - Release of Trademark Security Agreement (Kyjen) [Executed 4-5-21]#page5.tif source=Fidus - Outward Hound - Release of Trademark Security Agreement (Kyjen) [Executed 4-5-21]#page6.tif source=Fidus - Outward Hound - Release of Trademark Security Agreement (Kyjen) [Executed 4-5-21]#page7.tif source=Fidus - Outward Hound - Release of Trademark Security Agreement (Kyjen) [Executed 4-5-21]#page8.tif source=Fidus - Outward Hound - Release of Trademark Security Agreement (Kyjen) [Executed 4-5-21]#page9.tif source=Fidus - Outward Hound - Release of Trademark Security Agreement (Kyjen) [Executed 4-5-21]#page10.tif source=Fidus - Outward Hound - Release of Trademark Security Agreement (Kyjen) [Executed 4-5-21]#page11.tif source=Fidus - Outward Hound - Release of Trademark Security Agreement (Kyjen) [Executed 4-5-21]#page12.tif source=Fidus - Outward Hound - Release of Trademark Security Agreement (Kyjen) [Executed 4-5-21]#page13.tif source=Fidus - Outward Hound - Release of Trademark Security Agreement (Kyjen) [Executed 4-5-21]#page13.tif source=Fidus - Outward Hound - Release of Trademark Security Agreement (Kyjen) [Executed 4-5-21]#page13.tif source=Fidus - Outward Hound - Release of Trademark Security Agreement (Kyjen) [Executed 4-5-21]#page13.tif source=Fidus - Outward Hound - Release of Trademark Security Agreement (Kyjen) [Executed 4-5-21]#page13.tif source=Fidus - Outward Hound - Release of Trademark Security Agreement (Kyjen) [Executed 4-5-21]#page14.tif source=Fidus - Outward Hound - Release of Trademark Security Agreement (Kyjen) [Executed 4-5-21]#page15.tif

RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of April 5, 2021 (this "Release"), is made by FIDUS INVESTMENT CORPORATION, a Maryland corporation, acting in its capacity as collateral agent (in such capacity, the "Collateral Agent") under (i) that certain Trademark Security Agreement, dated as of December 8, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "2017 Trademark Security Agreement"), by and between THE KYJEN COMPANY, LLC, a Colorado limited liability company with an address of 15514 E Hinsdale Circle, Unit A, Centennial, Colorado, 80112 (the "Grantor") and the Collateral Agent and (ii) that certain Trademark Security Agreement, dated as of October 11, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "2018 Trademark Security Agreement" and together with the 2017 Trademark Security Agreement, collectively, the "Trademark Security Agreements"), by and between Grantor and the Collateral Agent.

WHEREAS, pursuant to the 2017 Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on December 14, 2017, at reel 6228, frame 0242, the Grantor granted to the Collateral Agent a continuing security interest in all of the Grantor's right, title and interest in, to and under its owned or thereafter acquired trademarks, including those set forth on the attached <u>Schedule I</u> (the "2017 <u>Trademark Collateral</u>");

WHEREAS, pursuant to the 2018 Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on November 7, 2018 at reel 6535, frame 0597, the Grantor granted to the Collateral Agent a continuing security interest in all of the Grantor's right, title and interest in, to and under its owned or thereafter acquired trademarks, including those set forth on the attached <u>Schedule II</u> (the "2018 Trademark Collateral" and together with the 2017 Trademark Collateral, collectively, the "<u>Trademark Collateral</u>");

WHEREAS, pursuant to that certain Payoff Letter, dated as of April 2, 2021, by and between the Grantor, the other signatories party thereto and the Collateral Agent, the Grantor has requested and the Collateral Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreements and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Trademark Security Agreements in the Trademark Collateral, (b) release and relinquish its security interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to the Collateral Agent in the Trademark Collateral. The Collateral Agent agrees, or authorizes the Grantor, to make filings

38007952.v2 13675624v2 18865.00130 6962/22283-014 CURRENT/121266491v2

with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Collateral Agent's security interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

13675624v2 18865,00130

COLLATERAL AGENT:

FIDUS INVESTMENT CORPORATION,

as Collateral Agent

Robert Lesley

By: Robert Lesley

Title: Partner

SCHEDULE I 2017 Trademark Collateral

Trademark	Application Number/Date 86202837	Registration Number/Date
DOG LEFT OFF"	February 24, 2014 86947719	September 9, 2014 5134846
3IN1 UP FEEDER	March 21, 2016	January 31, 2017
BEYOND BONE	86086821 October 9, 2013	4633924 November 4, 2014
BONEBLEND	86247254 April 9, 2014	5003813 July 19, 2016
BUZZWOOF	86947745 March 21, 2016	5068258 October 25, 2016
CAGEY CUBE	85575188 March 21, 2012	4249477 November 27, 2012
ATNIP BLASTED CATNIP ATTACHED TO HELP NCREASE PLAYTIME and Design		
	87302125 January 13, 2017	5353694 / December 12, 2017
CHEW SHIELD TECHNOLOGY and Design	87302049 January 13, 2017	
	(Application suspended based on a prior pending application for CHEW SHIELD (App. No. 86464741)	n/a

5060029	86369727	ELKRIDGE
	77208707 June 18, 2007	SHOULD BE SO LUCKY. and Design
	77568757 September 12, 2008	DUBLIN DOG
	76712819 November 13, 2012	DOGWOOD
	86168012 January 16, 2014	DOGGY BLOCKS SPINNER
	78841749 March 20, 2006	DOGGIE JOGGER
	85481165 November 27, 2011	IOYS and Design
		DOG GAMES PUZZLE
	85177335 November 15, 2010	DOG GAMES and Design
4239599 November 13, 2012	77571488 September 16, 2008	DOG GAMES
	87185272 September 27, 2016	DEERHORN
	76713287 January 24, 2013	CRUNCHCORE
5359645 / December 19, 2017	87458190 May 21, 2017	CHICK-A-BONE
Registration Number/Date	Application Number/Date	Trademark

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August 18, 2014 87045205 May 20, 2016 85591708 April 6, 2012 86810321 November 5, 2015 86952437 March 24, 2016 77085024 January 17, 2007 87592420 August 31, 2017 86168003 January 16, 2014 76690775 June 17, 2008 86550894 March 2, 2015 78666502 July 8, 2005 85447304 October 14, 2011 85447309 October 14, 2011 77028347 October 24, 2006 85460980 October 31, 2011 85265682 March 13, 2011	2677717	76390643	
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August 18, 2014	5109632	87045205	EVER CKUNCH and Design
	October 11, 2016	August 18, 2014	
rademark Application Number/Date Kegistration Number/Date	Registration Number/Date	Application Number/Date	1 rademark

3460650 July 8, 2008 (Renewal deadline July 8.	77197385 June 4, 2007	LAUNCH-A-BALL
4596176 September 2, 2014	86150511 December 22, 2013	Kyjen and Design
4249479 November 27, 2012	85575197 March 21, 2012	KIBBLE DROP
4587649 August 19, 2014	86105940 October 30, 2013	
		KEEPS SQUEAKIN' WHEN PUNCTURED and Design
4124307 April 10, 2012	85265684 March 13, 2011	KEEPING DOGS ACTIVE AND ENGAGED
4396343 September 3, 2013	85912658 April 23, 2013	KAZ00TIES
4157847 June 12, 2012	85457354 October 27, 2011	IQUBE
4685511 February 10, 2015	86032214 August 8, 2013	INVIRONMENT
4012367 August 16, 2011	85224850 January 24, 2011	INVINCIBLES
n/a	87289577 January 4, 2017	
		INVINCIBLE SQUEAKERS KEEPS SQUEAKIN' IF PUNCTURED! and Design
Registration Number/Date	Application Number/Date	Trademark

Trademark	Application Number/Date	Registration Number/Date
		2018)
I FASH MATE	85362545	4163580
	July 3, 2011	June 26, 2012
LUCKY DOG SLOTS	86550902 March 2 2015	4835765 October 20-2015
MADCAP	86377356 August 26, 2014	4828523 October 6, 2015
MOON ROVER RESCUE	85591698 April 6, 2012	4253348 December 4, 2012
NEWHIDE	87262893 December 8, 2016	5241084 July 11, 2017
OCCUPI	76695597 February 2, 2009	3783100 May 4, 2010
ORKA	76596302 June 7, 2004	3051437 January 24, 2006
OUTWARD HOUND	75458781 March 30, 1998	2709593 April 22, 2003
OUTWARD HOUND RAISE THE WOOF and Design	86667690	4912829
	June 19, 2015	March 8, 2016
OUTWARD HOUND RAISE		
THE WOOF and Design	86667663 June 18-2015	4931380 April 5 2016
	June 18, 2015	April 5, 2016
PAW FLAPPER	85640335 No. 31 3013	4246112
	85228238	4012600
PAW HIDE	January 27, 2011	August 16, 2011
PETSTAGES	76535056 August 6, 2003	3340458 November 20, 2007
PETSTAGES	76537520 August 15, 2003	2930186 March 8, 2005

Trademark	Application Number/Date	Registration Number/Date
PETSTAGES and Design	76537521	3067057
Pelstages	August 15, 2003	March 14, 2006
PETSTAGES and Design	76537524	3340461
	August 15, 2003	November 20, 2007
	86199676	4601504
PFAT BAG	February 20, 2014	September 9, 2014
DID COEARS	78297888	2908525
FIF SQEADS	September 9, 2003	December 7, 2004
bi ligii biipping	85467700	4157895
FLUSH BUDDIES	November 8, 2011	June 12, 2012
DI IIGH DI IDDIES	76340774	3203221
FLUSHFUFFIES	November 20, 2001	January 30, 2007
PLUSH PUPPIES	86252051	4640942
SQUEAKER MAT	April 14, 2014	November 18, 2014
POI VTEV	78297894	2881726
FOLITEA	September 9, 2003	September 7, 2004
DOOCH DICK IID	77567244	3611770
FOOCH FICK-OF	September 10, 2008	April 28, 2009
PORT-A-ROWI	77083300	3279252
I OKI -A-DOWL	January 15, 2007	August 14, 2007
PRODUCTS WITH	86963937	5263470
PURPOSE	April 4, 2016	August 15, 2017
PITZZI E PITISH	85449223	4157679
I OZZEE I EOSII	October 17, 2011	June 12, 2012
	87474466	
DI 1771 E SCD ATCH	June 4, 2017	5430255
FOZZEE SCNATCH	(Response to office action due	March 20, 2018
	February 29, 2018)	
REBOIND	86613858	5028061
NEDOCIAL	April 29, 2015	August 23, 2016
RITEFWOOD	86148747	4533751
NOIT WOOD	December 19, 2013	May 20, 2014

Tradamant,	Amiliantian Number/Date	Danistration Number/Date
	86193513	4601425
SEEK.SQUEAK.KEPEAI	February 13, 2014	September 9, 2014
STINGSOCK	86577161	5027965
SEHAOSOCK	March 26, 2015	August 23, 2016
SLO-BOWL	86016993 July 23, 2013	4501130 March 25, 2014
SMART PAW	78666481 July 8, 2005	3420018 April 29, 2008 (Renewal due April 29, 2018)
SNEAKY SQUEAKY BALL	87670286 November 2, 2017	5433590 March 27, 2018
SPILL GUARD	86093697 October 17, 2013	4598864 September 2, 2014
SSSUPREME SNAKES	87614788 September 19, 2017	5433523 March 27, 2018
STAR SPINNER DOG TOY PUZZLE and Design		
	85599292 April 16, 2012	4404158 September 17, 2013
THE WOOF PACK and Design	86242158 April 4, 2014	4757258 June 16, 2015
THEY KEEP ON SQUEAKING EVEN WHEN PUNCTURED!	85775878 November 9, 2012	4287105 February 5, 2013
THOR	76707127 April 1, 2011	4222076 October 9, 2012
THOR and Design	76707128 April 1, 2011	4222077 October 9, 2012

9/10/2013	4/6/2013	LIL NIFFENS
4400254	85/897265	III, DIDDEDS
February 27, 2018	7/20/2017	FONFERGEN
5412084	87/536733	ELIM EEEDEB
June 19, 2018	11/12/2017	DOG WORNER
5497295	87/681395	DOG WODVED
June 19, 2018	11/12/2017	DOO THEE IN SCIENCE
5497296	87/681401	DOG HIDE 'N' STIDE
June 19, 2018	11/12/2017	DOO SMANI
5497299	87/681423	DOC SMART
Registration Number/Date	Application Number/Date	Trademark

CHEDULE II

2018 Trademark Collateral

Mark	Serial No.	Reg. No.
	(Filing Date)	(Reg. Date)
GURU	88/082547	n/a
	(08/17/2018)	
STROBE	87/633612	5,499,608
	(10/04/2017)	(06/19/2018)
CAMPUS DOG	86/978321	4,924,485
	(03/24/2014)	(03/22/2016)
SNOOP	86/032130	4,497,880
	(08/08/2013)	(03/18/2014)
MAZEE	85/432886	4,184,375
	(09/27/2011)	(07/31/2012)
PLANET CAT	78/895474	3,222,718
	(05/30/2006)	(03/27/2007)
ZOOM FLYER	78/812187	3,204,691
	(02/10/2006)	(01/30/2007)
SIT. SPEAK. ACT.	78/750774	3,209,771
	(11/09/2005)	(02/13/2007)
DOUBLE-TUFF	78/758197	3,204,684
	(11/21/2005)	(01/30/2007)
RECYCLEBALL	78/504964	3,091,455
	(10/25/2004)	(05/09/2006)
RECYCLEBONE	78/504962	3,091,454
	(10/25/2004)	(05/09/2006)
GUS	78/617760	3,600,204
	(04/27/2005)	(03/31/2009)

Mark	Serial No.	Reg. No.
	(Filing Date)	(Reg. Date)
GURU	88/082547	n/a
	(08/17/2018)	
WHISTLE BALL	78/528453	3,541,789
	(12/07/2004)	(12/02/2008)
SNACK SACK	78/483028	3,086,569
	(09/14/2004)	(04/25/2006)
ORBEE-TUFF	78/350590	2,916,527
	(01/12/2004)	(01/04/2005)
WOOD CHUCK	77/790843	3,881,032
	(07/28/2009)	(11/23/2010)
PLANET DOG EST. 1997 & Design		
PLANET		
	77/037889	3,281,982
PLANET DOG	(11/06/2006)	(08/21/2007)
	(11/06/2006)	(08/21/2007)
ALL OF PLANET DOG'S ORBEE-TUFF TOYS ARE NOW MADE IN THE U.S.A.? &		
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Period Days Chiego Chie	77/328957	3,565,655
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	(Filing Date)	(Reg. Date)
GURU	88/082547	n/a
	(08/17/2018)	
RESCUE, RAISE, LOVE, ADOPT, & Design		
	77/436079	3,530,512
	(03/31/2008)	(11/11/2008)
WOOFMINSTER DOG SHOW	77/292817	3,522,099
	(10/01/2007)	(10/21/2008)
SLOBBER-WICK	77/128161	3,458,983
	(03/12/2007)	(07/01/2008)
PLANET DOG	76/130064	2,490,662
	(09/18/2000)	(09/18/2001)
LIFE'S A BONE	76/510543	2,816,881
	(05/01/2003)	(02/24/2004)
ORBEE	76/287024	2,536,601
	(07/19/2001)	(02/05/2002)
PLANET DOG	75/369263	2,169,756
	(10/07/1997)	(06/30/1998)

RECORDED: 04/13/2021

Int. Cl.: 28

Prior U.S. Cls.: 22, 23, 38 and 50

Reg. No. 3,646,119

United States Patent and Trademark Office

Registered June 30, 2009

TRADEMARK PRINCIPAL REGISTER

Nina Ottosson

OTTOSSON, NINA (SWEDEN INDIVIDUAL) SJOASVAGEN 2 SE-691 41 KARLSKOGA, SWEDEN

FOR: TOYS FOR ANIMALS, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

OWNER OF ERPN CMNTY TM OFC REG. NO. 005704151, DATED 3-4-2008, EXPIRES 3-4-2018.

THE NAME SHOWN IN THE MARK IDENTIFIES A LIVING INDIVIDUAL, WHOSE CONSENT TO REGISTER IS MADE OF RECORD.

SER. NO. 77-519,983, FILED 7-11-2008.

CARRIE GENOVESE, EXAMINING ATTORNEY

 From:
 TMOfficialNotices@USPTO.GOV

 Sent:
 Tuesday, March 5, 2019 11:02 PM

To: mailroom@bskb.com

Subject: Official USPTO Notice of Acceptance and Renewal Sections 8 and 9: U.S. Trademark RN 3646119: NINA OTTOSSON: Docket/Reference No.

4013-0235US1

U.S. Serial Number: 77519983 U.S. Registration Number: 3646119 U.S. Registration Date: Jun 30, 2009

Mark: NINA OTTOSSON Owner: Ottosson, Nina

Mar 5, 2019

NOTICE OF ACCEPTANCE UNDER SECTION 8

The declaration of use or excusable nonuse filed for the above-identified registration meets the requirements of Section 8 of the Trademark Act, 15 U.S.C. §1058. **The Section 8 declaration is accepted.**

NOTICE OF REGISTRATION RENEWAL UNDER SECTION 9

The renewal application filed for the above-identified registration meets the requirements of Section 9 of the Trademark Act, 15 U.S.C. §1059. The registration is renewed.

The registration will remain in force for the class(es) listed below, unless canceled by an order of the Commissioner for Trademarks or a Federal Court, as long as the requirements for maintaining the registration are fulfilled as they become due.

Class(es):

028

TRADEMARK SPECIALIST POST-REGISTRATION DIVISION 571-272-9500

REQUIREMENTS FOR MAINTAINING REGISTRATION IN SUCCESSIVE TEN-YEAR PERIODS

WARNING: Your registration will be canceled if you do not file the documents below during the specified statutory time periods.

What and When to File: You must file a declaration of use (or excusable nonuse) and an application for renewal between every 9th and 10th-year period, calculated from the registration date. See 15 U.S.C. §§1058, 1059.

Grace Period Filings

The above documents will be considered as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

THE USPTO IS NOT REQUIRED TO SEND ANY FURTHER NOTICE OR REMINDER OF THESE REQUIREMENTS. THE OWNER SHOULD CONTACT THE USPTO ONE YEAR BEFORE THE EXPIRATION OF THE TIME PERIODS SHOWN ABOVE TO DETERMINE APPROPRIATE REQUIREMENTS AND FEES.

To check the status of this registration, go to

https://tsdr.uspto.gov/#caseNumber=77519983&caseSearchType=US_APPLICATION&caseType=SERIAL_NO&searchType=statusSearch or contact the Trademark Assistance Center at 1-800-786-9199.

To view this notice and other documents for this registration on-line, go to

https://tsdr.uspto.gov/#caseNumber=77519983&caseSearchType=US_APPLICATION&caseType=SERIAL_NO&searchType=documentSearch NOTE: This notice will only be available on-line the next business day after receipt of this e-mail.

* For further information, including information on filing and maintenance requirements for U.S. trademark applications and registrations and required fees, please consult the USPTO website at https://www.uspto.gov/trademark/ or contact the Trademark Assistance Center at 1-800-786-9199.



LICENSE AGREEMENT

This LICENSE AGREEMENT (this "Agreement") dated as of December 4, 2017, is effective as of September 4, 2015 (the "Effective Date"), between Nina Ottosson, an individual and a Swedish Citizen, Identification No. 601101-6604 ("Licensor"), and The Kyjen Company, LLC d/b/a Outward Hound, Inc., having its principal place of business at 15514 East Hinsdale Circle, Unit A, Centennial, Colorado, USA 80112 ("Licensee").

RECITALS

WHEREAS, Licensor owns all right, title, and interest, whether arising under U.S. federal or state statutes or common law, or under the law of any other country, in and to the NINA OTTOSSON trademark, including but not limited to the registrations listed on <u>Exhibit A</u>, attached hereto (together, the "Trademarks");

WHEREAS, Licensor owns all right, title, and interest, including all rights of publicity, whether arising under U.S. federal or state statutes or common law, or under the law of any other country, in and to the Nina Ottosson name (including full and formal names, nicknames, aliases, etc.), portrayals, performances, appearances, actions, images, signatures, voice, likeness, biography, and any other elements or attributes of Licensor's persona, identity, or personality, and in each case all goodwill appurtenant thereto (together, the "Personal Identity Elements");

WHEREAS, Licensee desires to use the Trademarks and the Personal Identity Elements in connection with the goods listed on Exhibit B, attached hereto (the "Products"); and

WHEREAS, Licensor is willing to permit such use of the Trademarks and Personal Identity Elements by Licensee under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, and obligations set forth herein, and for other good and valuable consideration, including but not limited to the consideration set forth in the Asset Purchase Agreement dated as of September 4, 2015, by and between Zoo Active Products Ottosson Legoindustri AB (named Polab Ottosson AB as of the Effective Date) and Goldcup 11527 AB (u.n.t Kyjen Nina Ottosson Sweden AB (named Outward Hound Nina Ottosson AB as of the Effective Date), the receipt of which is hereby acknowledged, the parties agree as follows:

1. Grant of License.

a. <u>Trademarks</u>. Licensor hereby grants to Licensee the exclusive, worldwide, royalty-free, and fully-paid right and license (with right to sublicense) to use the Trademarks in connection with the marketing, advertising, promotion, and publicity of the Products, the operation of the business related to the Products, and other business purposes related to the sale and promotion of the Products. Licensee acknowledges that all use of the Trademarks by Licensee shall inure to the benefit of Licensor, and all such rights, title, and interest shall remain with Licensor. Licensee agrees that all goodwill and any rights arising from the use of the Trademarks by Licensee shall solely belong to Licensor.

- Right of Publicity. Licensor hereby grants to Licensee the exclusive. worldwide, royalty-free, and fully-paid right and license (with right to sublicense) to use the Personal Identity Elements, in a substantially similar manner to how such Personal Identity Elements are used as of the date hereof, in connection with the marketing. advertising, promotion, and publicity of the Products, the operation of the business related to the Products, and other business purposes related to the sale and promotion of the Products, including without limitation, use of the Personal Identity Elements in printed publications, websites, social media, and in any and all media now or hereafter known, for any purpose deemed necessary by Licensee. All use of the Personal Identity Elements shall be in a manner consistent with the current practices permitted by any relevant law (including but not limited to Colorado law and Swedish law), including any and all post-mortem rights. For clarity, Licensor and its respective affiliates and sublicensees may refer to Licensor as the creator of the Products (i) in marketing materials, website content, and advertisements; (ii) in connection with the Products; and (iii) without limitation as to duration, except that such use shall conform to relevant law on the post-mortem protection of the right of publicity.
- Exclusivity. Licensor shall not use or permit any third party to use the Personal Identity Elements to market, sell, or distribute any goods or services that are competitive with the Products anywhere in the world.

2. Representations and Warranties.

- Licensor represents and warrants that (i) she is the owner of all right, title. and interest in and to the Trademarks; (ii) she has the power and authority to grant the rights granted in this Agreement and to perform her obligations hereunder; (iii) the Trademarks do not violate or infringe any third party rights; and (iv) Licensee's use of the Trademarks will not violate or infringe any third party rights.
- b. Licensor represents and warrants that (i) she is the owner of all right, title. and interest in and to the Personal Identity Elements; (ii) she has the power and authority to grant the rights granted in this Agreement and to perform her obligations hereunder: (iii) the Personal Identity Elements do not violate or infringe any third party rights, including but not limited to intellectual property rights of privacy, or rights of publicity; and (iv) Licensee's use of the Personal Identity Elements will not violate or infringe any third party rights.
- Licensor represents and warrants that the execution and delivery of this Agreement and the performance by Licensor of her obligations hereunder will not violate any agreements to which Licensor is a party or any provision of any law to which Licensor is subject.
- Licensor agrees to indemnify and hold harmless Licensee from any and all actions, claims, demands, suits, litigation, proceedings, arbitrations, mediations, audits, investigations, or disputes, losses, expenses (including reasonable attorney's fees), or liabilities (together, "Actions") arising out of any breach of these representations and wairanties.

-2-CXg NAI-1503243107v2

3. <u>Use of the Trademarks / Quality Control.</u>

- a. Licensee acknowledges and agrees that the quality of all goods and services offered in connection with the Trademarks are subject to the control of Licensor.
- b. Licensee agrees to maintain a commercially-reasonable level of quality of the goods and services offered in connection with the Trademarks, which shall conform to at least the quality of goods and services offered by Licensor as of the Effective Date.
- c. Licensee shall not permit any use of the Trademarks that would adversely affect the goodwill associated with the Trademarks.
- d. Licensor shall have the right to review, inspect, and approve or disapprove Licensee's use of the Trademarks. Upon Licensor's reasonable request, Licensee shall furnish representative samples of its use of the marks and marketing, promotional, or informational materials created for use in connection with the Trademarks and the Products. Licensee shall comply with Licensor's reasonable requests directed to improve the content or quality of such materials. Absent any requests from Licensor to improve the content or quality of submitted materials within ten (10) business days of submission, submitted materials are deemed to be approved by Licensor.
- 4. Protection and Enforcement of the Trademarks. Licensor, at its expense, will take commercially reasonable steps to protect, maintain, and defend the Trademarks. Licensor may delegate the responsibility to maintain the Trademarks to Licensee. Licensee agrees to notify Licensor of any unauthorized third party use of the Trademarks after such use comes to Licensee's attention. Licensor will have the right and discretion to bring claims, including but not limited to infringement or unfair competition proceedings. Licensee agrees to cooperate with Licensor in any such proceedings brought by Licensor. In the event that Licensor decides not to take action against any unauthorized third party use of the Trademarks, Licensee will have the right to take action, at its own expense. Licensor agrees to cooperate with Licensee in any such proceedings brought by Licensee.

5. Waiver.

- a. Licensor agrees that Licensee does not need to submit any information regarding the proposed use of the Personal Identity Elements to Licensor for approval. Licensor agrees not to contest the rights or authority granted to Licensee hereunder. Licensor hereby irrevocably waives in favor of Licensee and its sublicensees, designees, successors, and assigns, to the fullest extent permitted by applicable law, any and all claims each may now or hereafter have in any jurisdiction to all rights of attribution, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" in relation to the Personal Identity Elements, including waiver of any equivalent post-mortem rights.
- b. Licensor hereby releases, discharges, and agrees to hold harmless Licensee and any person or corporation acting on its behalf, from and against any and all Actions, including but not limited to, any Actions for invasion of privacy, violation of rights of publicity, defamation, breach of confidentiality, copyright infringement,

trademark infringement, and all other Actions arising out of or in connection with any use of the Personal Identity Elements or the Trademarks. Licensor agrees to forever hold Licensee and any person or corporation acting on its behalf harmless from all costs, damages, fees (including attorneys' fees), expenses, and liabilities from such use of the Personal Identity Elements or Trademarks. For clarity, this waiver includes any use of the Personal Identity Elements or Trademarks from the Effective Date through the date hereof and all future use in accordance with the terms of this Agreement.

6. <u>Bad Acts.</u> Licensor shall not take any action that in Licensee's reasonable judgment has harmed or will harm (financially or otherwise) Licensee, any affiliate of Licensee, the reputation or goodwill of Licensee or any of its affiliates, or the Trademarks. If at any time Licensor is indicted for, pleads "no contest" to, or is convicted of, a felony (or the equivalent thereof outside of the United States), or has committed an act of intentional misconduct that brings Licensor's name, or Licensee's business into public disrepute, contempt, scandal, or ridicule (each a "Bad Act"), Licensee may terminate this Agreement immediately, and/or shall recover all damages, losses, liabilities, costs, and expenses to Licensee resulting from or caused by such Bad Acts.

7. Term and Termination.

- a. <u>Term.</u> This Agreement shall remain in full force and effect for the period commencing on the Effective Date and ending at the close of business five (5) years thereafter and shall automatically be renewed for successive five (5)-year terms unless specifically terminated in writing or otherwise terminated earlier in accordance with this <u>Section 7</u> or other provisions of this Agreement.
- b. <u>Termination by Licensor</u>. This Agreement may be terminated by Licensor at any time if any of the following events of default shall occur and remain uncured for at least ninety (90) days after written notice of such event is given by Licensor to Licensee: (i) Licensee discontinues its business or discontinues the business contemplated by this Agreement; (ii) Licensee shall have instituted bankruptcy, insolvency, liquidation, receivership, or comparable proceedings, or any third party shall have instituted such proceedings against Licensee that are not promptly dismissed; or (iii) Licensee is in material breach of this Agreement.
- c. <u>Termination by Licensee</u>. Licensee may terminate this Agreement at any time in the event (i) of a Bad Act; or (ii) that Licensor is in default or breach of any material provision of this Agreement, and such default or breach continues unremedied to Licensee's complete satisfaction, for a period of thirty (30) days after written notice of such event is given by Licensee to Licensor.
- d. <u>Effect of Termination</u>. Upon the termination or expiration of this Agreement, all rights of Licensee to use the Trademarks shall terminate, and Licensee shall, within a reasonable amount of time, return, dispose of, or destroy all materials bearing or relating to the Trademarks.

do

8. General.

- a. Governing Law. This Agreement shall be subject to and governed in all respects by the statutes and laws of the State of Colorado without regard to the conflicts of laws principles thereof.
- b. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and integrates all prior discussions between them related to its subject matter. No modification of any of the terms of this Agreement shall be valid unless in writing and signed by an authorized representative of each party.
- c. Assignment. This Agreement and the rights granted hereunder shall not be assigned, sublicensed, or transferred by Licensor, by operation of law or otherwise, without Licensee's prior written consent.
- d. Waiver. Any waiver, either expressed or implied, by either party of any default by the other in the observance and performance of any of the conditions, covenants, or duties set forth herein shall not constitute or be construed as a waiver of any subsequent or other default.
- e. Survival. The provisions of <u>Sections 7</u> (*Term and Termination*) and <u>8</u> (*General*) will survive any termination of this Agreement.
- f. Severability. Except as otherwise set forth in this Agreement, the provisions of this Agreement are severable, and if any one or more such provisions shall be determined to be invalid, illegal, or unenforceable, in whole or in part, the validity, legality, and enforceability of any of the remaining provisions or portions thereof shall not in any way be affected thereby and shall nevertheless be binding between the parties hereto. Any such invalid, illegal, or unenforceable provision or portion thereof shall be changed and interpreted so as to best accomplish the objectives of such provision or portion thereof within the limits of applicable law.
- g. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission (including in Adobe PDF format) will be effective as delivery of a manually executed counterpart to this Agreement.
- h. Further Assurances. The parties hereto shall execute such further instruments and take such further actions as may reasonably be necessary to carry out the intent of this Agreement. Each party hereto shall cooperate affirmatively with the other parties hereto, to the extent reasonably requested by such other parties, to enforce rights and obligations herein provided.
- i. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

NAI-1503243107v2

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date first written above.

LICENSOR:

Nina Ottosson

Orina Olhum

LICENSEE:

THE KYJEN COMPANY, LLC

ame: Kyle HA

Title: Ceo

EXHIBIT A

Trademarks

Trademark	Registration No.	Jurisdiction	Goods
NINA OTTOSSON	3,646,119	United States	Toys for animals
NINA OTTOSSON	TMA773385	Canada	Toys for animals
NINA OTTOSSON	1585418	Australia	Toys for animals
NINA OTTOSSON	5704151	EU	Toys for animals
NINA OTTOSSON	5083142	EU	Games and playthings; gymnastic and sporting articles not included in other classes; decorations for Christmas trees.

EXHIBIT B

Products

Pet products and accessories.

United States Patent and Trademark Office

DOGWOOD

Reg. No. 4,514,817PETSTAGES, INC. (ILLINOIS CORPORATION)
333 SKOKIE BOULEVARD

Registered Apr. 15, 2014 SUITE 104

Int. Cl.: 28

NORTHBROOK, IL 60062

FOR: CHEW TOYS FOR DOGS, IN CLASS 28 (U.S. CLS. 22, 23, 38 AND 50).

TRADEMARK FIRST USE 7-0-2013; IN COMMERCE 7-0-2013.

PRINCIPAL REGISTER THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PAR-

TICULAR FONT, STYLE, SIZE, OR COLOR.

SN 76-712,819, FILED 11-13-2012.

RENEE MCCRAY, EXAMINING ATTORNEY



Deputy Director of the United States
Patent and Trademark Office

REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years* What and When to File:

First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.

Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) **and** an Application for Renewal between the 9th and 10th years after the registration date.* **See** 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods* What and When to File:

You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

The United States Patent and Trademark Office (USPTO) will NOT send you any future notice or reminder of these filing requirements.

*ATTENTION MADRID PROTOCOL REGISTRANTS: The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the USPTO. The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see http://www.wipo.int/madrid/en/.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at http://www.uspto.gov.

ETAS ID: TM638859

900609055 04/13/2021 TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Fidus Investment Corporation, as Collateral Agent		04/05/2021	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	The Kyjen Company, LLC	
Street Address:	15514 E Hinsdale Circle, Unit A	
City:	Centennial	
State/Country:	COLORADO	
Postal Code:	80112	
Entity Type:	Limited Liability Company: COLORADO	

PROPERTY NUMBERS Total: 129

Property Type	Number	Word Mark
Registration Number:	4601518	"PICK UP WHERE YOUR DOG LEFT OFF"
Registration Number:	5134846	3IN1 UP FEEDER
Registration Number:	4633924	BEYOND BONE
Registration Number:	5003813	BONEBLEND
Registration Number:	5068258	BUZZWOOF
Registration Number:	4249477	CAGEY CUBE
Registration Number:	5353694	CATNIP BLASTED CATNIP ATTACHED TO HELP I
Registration Number:	5359645	CHICK-A-BONE
Registration Number:	4359507	CRUNCHCORE
Registration Number:	5116333	DEERHORN
Registration Number:	4239599	DOG GAMES
Registration Number:	4008839	DOG GAMES
Registration Number:	4232744	DOG GAMES PUZZLE TOYS
Registration Number:	3424468	DOGGIE JOGGER
Registration Number:	4553649	DOGGY BLOCKS SPINNER
Registration Number:	4514817	DOGWOOD
Registration Number:	3753697	DUBLIN DOG
Registration Number:	3477707	DUBLIN DOG YOU SHOULD BE SO LUCKY.
Registration Number:	5060029	ELKRIDGE
		TRADEMARK

REEL: 007255 FRAME: 0316 900609055

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Property Type	Number	Word Mark
Registration Number:	5109632	EVER CRUNCH
Registration Number:	4234134	EXTREME HIDE A SQUIRREL
Registration Number:	5079507	FINITY
Registration Number:	5068608	FIRE BITERZ
Registration Number:	3282284	FLEECY CLEANS
Registration Number:	5418287	FUN FEEDER SLO BOWL
Registration Number:	4612840	GIVE THE GIFT OF PLAY
Registration Number:	3692958	GREENMAGIC
Registration Number:	4835764	HANDS FREE HIPSTER
Registration Number:	3248440	HEALTHY PORTION
Registration Number:	4157501	HIDE A BEE
Registration Number:	4160602	HIDE A BIRD
Registration Number:	3278965	HIDE A SQUIRREL
Registration Number:	4157870	INDESTRUCTIBLES
Registration Number:	4028886	INSTINCT CONTOUR NESTING BEDS
Registration Number:	2677717	INTELLIBONE
Registration Number:	4012367	INVINCIBLES
Registration Number:	4685511	INVIRONMENT
Registration Number:	4157847	IQUBE
Registration Number:	4396343	KAZOOTIES
Registration Number:	4124307	KEEPING DOGS ACTIVE AND ENGAGED
Registration Number:	4587649	KEEPS SQUEAKIN' WHEN PUNCTURED
Registration Number:	4249479	KIBBLE DROP
Registration Number:	4596176	KYJEN
Registration Number:	3460650	LAUNCH-A-BALL
Registration Number:	4163580	LEASH MATE
Registration Number:	4835765	LUCKY DOG SLOTS
Registration Number:	4828523	MADCAP
Registration Number:	4253348	MOON ROVER RESCUE
Registration Number:	5241084	NEWHIDE
Registration Number:	3783100	OCCUPI
Registration Number:	3051437	ORKA
Registration Number:	2709593	OUTWARD HOUND
Registration Number:	4912829	OUTWARD HOUND RAISE THE WOOF
Registration Number:	4931380	OUTWARD HOUND RAISE THE WOOF
Registration Number:	4246112	PAW FLAPPER
Registration Number:	4012600	PAW HIDE
Registration Number:	3340458	PETSTAGES

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Property Type	Number	Word Mark
Registration Number:	2930186	PETSTAGES
Registration Number:	3067057	PETSTAGES
Registration Number:	3340461	PETSTAGES
Registration Number:	4601504	PFAT BAG
Registration Number:	2908525	PIP SQEAKS
Registration Number:	4157895	PLUSH BUDDIES
Registration Number:	3203221	PLUSH PUPPIES
Registration Number:	4640942	PLUSH PUPPIES SQUEAKER MAT
Registration Number:	2881726	POLYTEX
Registration Number:	3611770	POOCH PICK-UP
Registration Number:	3279252	PORT-A-BOWL
Registration Number:	5263470	PRODUCTS WITH PURPOSE
Registration Number:	4157679	PUZZLE PLUSH
Registration Number:	5430255	PUZZLE SCRATCH
Registration Number:	5028061	REBOUND
Registration Number:	4533751	RUFFWOOD
Registration Number:	4601425	SEEK.SQUEAK.REPEAT
Registration Number:	5027965	SLINGSOCK
Registration Number:	4501130	SLO-BOWL
Registration Number:	3420018	SMART PAW
Registration Number:	5433590	SNEAKY SQUEAKY BALL
Registration Number:	4598864	SPILL GUARD
Registration Number:	5433523	SSSUPREME SNAKES
Registration Number:	4404158	STAR SPINNER DOG TOY PUZZLE
Registration Number:	4757258	THE WOOF PACK
Registration Number:	4287105	THEY KEEP ON SQUEAKING EVEN WHEN PUNCTUR
Registration Number:	4222076	THOR
Registration Number:	4222077	THOR
Registration Number:	4551944	TIC-TAC-TWIRL
Registration Number:	4828040	TIGER SEAMZ
Registration Number:	5241606	TOUGH SEAMZ
Registration Number:	5428383	TOWER OF TRACKS
Registration Number:	4278553	TREAT TRIAD
Registration Number:	4404159	TREAT WHEEL DOG TOY PUZZLE
Registration Number:	4923858	TREATER TOTTER
Registration Number:	4246111	TUFF GUYS
Registration Number:	4157911	TUFF ONES
Registration Number:	3279263	WALK 'N ROLL

Property Type	Number	Word Mark
Registration Number:	4551892	YIN-YANG-YUM
Registration Number:	5497299	DOG SMART
Registration Number:	5497296	DOG HIDE N' SLIDE
Registration Number:	5497295	DOG WORKER
Registration Number:	5412084	FUN FEEDER
Registration Number:	4400254	LIL' RIPPERS
Registration Number:	5499608	STROBE
Registration Number:	4924485	CAMPUS DOG
Registration Number:	4497880	SNOOP
Registration Number:	4184375	MAZEE
Registration Number:	3222718	PLANET CAT
Registration Number:	3204691	ZOOM FLYER
Registration Number:	3209771	SIT. SPEAK. ACT.
Registration Number:	3204684	DOUBLE-TUFF
Registration Number:	3091455	RECYCLEBALL
Registration Number:	3091454	RECYCLEBONE
Registration Number:	3600204	GUS
Registration Number:	3541789	WHISTLE BALL
Registration Number:	3086569	SNACK SACK
Registration Number:	2916527	ORBEE-TUFF
Registration Number:	3881032	WOOD CHUCK
Registration Number:	3281982	PLANET DOG EST. 1997
Registration Number:	3281985	PLANET DOG
Registration Number:	3530512	RESCUE. RAISE. LOVE. ADOPT.
Registration Number:	3522099	WOOFMINSTER DOG SHOW
Registration Number:	3458983	SLOBBER-WICK
Registration Number:	2490662	PLANET DOG
Registration Number:	2816881	LIFE'S A BONE
Registration Number:	2536601	ORBEE
Registration Number:	2169756	PLANET DOG
Serial Number:	87302049	CHEW SHIELD TECHNOLOGY
Serial Number:	87289577	INVINCIBLE SQUEAKERS KEEPS SQUEAKIN' IF
Serial Number:	87681428	HEDGEHOGZ
Serial Number:	88082547	GURU

CORRESPONDENCE DATA

Fax Number: 2027568087

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

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Phone: 202-756-8000

Email: ipdocketmwe@mwe.com, eatkins@mwe.com, jmikulina@mwe.com,

kdelcoure@mwe.com

Correspondent Name: Eleanor B. Atkins

Address Line 1:McDermott Will & Emery LLPAddress Line 2:500 North Capitol Street, NWAddress Line 4:Washington, D.C. 20001-1531

ATTORNEY DOCKET NUMBER:	104930-0011
NAME OF SUBMITTER:	Eleanor B. Atkins
SIGNATURE:	/Eleanor Atkins/
DATE SIGNED:	04/13/2021

Total Attachments: 15

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RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL

THIS RELEASE AND TERMINATION OF SECURITY INTEREST IN TRADEMARK COLLATERAL, dated as of April 5, 2021 (this "Release"), is made by FIDUS INVESTMENT CORPORATION, a Maryland corporation, acting in its capacity as collateral agent (in such capacity, the "Collateral Agent") under (i) that certain Trademark Security Agreement, dated as of December 8, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "2017 Trademark Security Agreement"), by and between THE KYJEN COMPANY, LLC, a Colorado limited liability company with an address of 15514 E Hinsdale Circle, Unit A, Centennial, Colorado, 80112 (the "Grantor") and the Collateral Agent and (ii) that certain Trademark Security Agreement, dated as of October 11, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect from time to time, the "2018 Trademark Security Agreement" and together with the 2017 Trademark Security Agreement, collectively, the "Trademark Security Agreements"), by and between Grantor and the Collateral Agent.

WHEREAS, pursuant to the 2017 Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on December 14, 2017, at reel 6228, frame 0242, the Grantor granted to the Collateral Agent a continuing security interest in all of the Grantor's right, title and interest in, to and under its owned or thereafter acquired trademarks, including those set forth on the attached <u>Schedule I</u> (the "2017 <u>Trademark Collateral</u>");

WHEREAS, pursuant to the 2018 Trademark Security Agreement which was recorded in the records of the United States Patent and Trademark Office on November 7, 2018 at reel 6535, frame 0597, the Grantor granted to the Collateral Agent a continuing security interest in all of the Grantor's right, title and interest in, to and under its owned or thereafter acquired trademarks, including those set forth on the attached <u>Schedule II</u> (the "2018 Trademark Collateral" and together with the 2017 Trademark Collateral, collectively, the "<u>Trademark Collateral</u>");

WHEREAS, pursuant to that certain Payoff Letter, dated as of April 2, 2021, by and between the Grantor, the other signatories party thereto and the Collateral Agent, the Grantor has requested and the Collateral Agent has agreed to (a) release any and all security interests it may have in the Trademark Collateral pursuant to the Trademark Security Agreements and (b) provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, termination, relinquishment and discharge of its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby, in each case, without recourse, representation or warranty of any kind whatsoever, (a) terminate the liens and security interest created under the Trademark Security Agreements in the Trademark Collateral, (b) release and relinquish its security interest in the Trademark Collateral, and (c) discharge any and all rights, title and interest it has in and the security interest granted to the Collateral Agent in the Trademark Collateral. The Collateral Agent agrees, or authorizes the Grantor, to make filings

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with the United States Patent and Trademark Office and take further actions, as reasonably requested by the Grantor to evidence the release and termination of the Collateral Agent's security interests in the Trademark Collateral.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

[Signature page follows]

13675624v2 18865,00130

COLLATERAL AGENT:

FIDUS INVESTMENT CORPORATION,

as Collateral Agent

Robert Lesley

By: Robert Lesley

Title: Partner

SCHEDULE I

2017 Trademark Collateral

CATNIP BLASTED CATNIP TECHNOLOGY and Design INCREASE PLAYTIME and "PICK UP WHERE YOUR ATTACHED TO HELP 3IN1 UP FEEDER **BEYOND BONE** DOG LEFT OFF" **CHEW SHIELD** CAGEY CUBE BONEBLEND **BUZZWOOF** Trademark Design (Application suspended based on a prior pending application for CHEW SHIELD (App. No. Application Number/Date February 24, 2014 January 13, 2017 January 13, 2017 March 21, 2016 March 21, 2016 October 9, 2013 March 21, 2012 April 9, 2014 86947745 86086821 86464741) 85575188 86947719 86202837 87302049 87302125 86247254 Registration Number/Date 5353694 / December 12, November 27, 2012 September 9, 2014 November 4, 2014 October 25, 2016 January 31, 2017 July 19, 2016 4633924 5134846 4601518 4249477 5068258 5003813 n/a

5060029	86369727	ELKRIDGE
	77208707 June 18, 2007	SHOULD BE SO LUCKY. and Design
	77568757 September 12, 2008	DUBLIN DOG
	76712819 November 13, 2012	DOGWOOD
	86168012 January 16, 2014	DOGGY BLOCKS SPINNER
	78841749 March 20, 2006	DOGGIE JOGGER
	85481165 November 27, 2011	IOYS and Design
		DOG GAMES PUZZLE
	85177335 November 15, 2010	DOG GAMES and Design
4239599 November 13, 2012	77571488 September 16, 2008	DOG GAMES
	87185272 September 27, 2016	DEERHORN
	76713287 January 24, 2013	CRUNCHCORE
5359645 / December 19, 2017	87458190 May 21, 2017	CHICK-A-BONE
Registration Number/Date	Application Number/Date	Trademark

August 14, 2007 4157870 June 12, 2012 4028886 September 20, 2011 2677717 January 21, 2003	October 24, 2006 85460980 October 31, 2011 85265682 March 13, 2011 76390643 April 2, 2002	INDE A SQUIRREL INDESTRUCTIBLES INSTINCT CONTOUR NESTING BEDS INTELLIBONE
June 12, 2012 4160602 June 19, 2012 3278965	85447304 October 14, 2011 85447309 October 14, 2011 77028347	HIDE A BEE HIDE A BIRD
October 6, 2009 4835764 October 20, 2015 3248440 May 29, 2007	June 17, 2008 86550894 March 2, 2015 78666502 July 8, 2005	HANDS FREE HIPSTER HEALTHY PORTION
5418287 March 6, 2018 4612840 September 30, 2014 3692958	87592420 August 31, 2017 86168003 January 16, 2014 76690775	FUN FEEDER SLO BOWL GIVE THE GIFT OF PLAY
5068608 October 25, 2016 3282284 August 21, 2007	86952437 March 24, 2016 77085024 January 17, 2007	FIRE BITERZ FLEECY CLEANS
4234134 October 30, 2012 5079507 November 8, 2016	85591708 April 6, 2012 86810321 November 5, 2015	EXTREME HIDE A SQUIRREL FINITY
5109632 December 27, 2016	87045205 May 20, 2016	EVER CRUNCH and Design
Registration Number/Date October 11, 2016	Application Number/Date August 18, 2014	Trademark

3460650 July 8, 2008 (Renewal deadline July 8.	77197385 June 4, 2007	LAUNCH-A-BALL
4596176 September 2, 2014	86150511 December 22, 2013	Kyjen and Design
4249479 November 27, 2012	85575197 March 21, 2012	KIBBLE DROP
4587649 August 19, 2014	86105940 October 30, 2013	
		KEEPS SQUEAKIN' WHEN PUNCTURED and Design
4124307 April 10, 2012	85265684 March 13, 2011	KEEPING DOGS ACTIVE AND ENGAGED
4396343 September 3, 2013	85912658 April 23, 2013	KAZ00TIES
4157847 June 12, 2012	85457354 October 27, 2011	IQUBE
4685511 February 10, 2015	86032214 August 8, 2013	INVIRONMENT
4012367 August 16, 2011	85224850 January 24, 2011	INVINCIBLES
n/a	87289577 January 4, 2017	
		INVINCIBLE SQUEAKERS KEEPS SQUEAKIN' IF PUNCTURED! and Design
Registration Number/Date	Application Number/Date	Trademark

	A 1	The state of the s
II auciiai K	Application Number/Date	2018)
LEASH MATE	85362545	4163580
	86550000	1835765
LUCKY DOG SLOTS	March 2, 2015	4633763 October 20, 2015
MADCAP	86377356 August 26, 2014	4828523 October 6, 2015
MOON ROVER RESCUE	85591698 April 6, 2012	4253348 December 4, 2012
NEWHIDE	87262893 December 8, 2016	5241084 July 11, 2017
OCCUPI	76695597 February 2, 2009	3783100 May 4, 2010
ORKA	76596302 June 7, 2004	3051437 January 24, 2006
OUTWARD HOUND	75458781 March 30, 1998	2709593 April 22, 2003
OUTWARD HOUND RAISE THE WOOF and Design	86667690	4912829
	June 19, 2015	March 8, 2016
OUTWARD HOUND RAISE		
THE WOOF and Design	86667663 June 18, 2015	4931380 April 5, 2016
PAW FLAPPER	85640335 May 31, 2012	4246112 November 20, 2012
PAW HIDE	85228238 January 27, 2011	4012600 August 16, 2011
PETSTAGES	76535056 August 6, 2003	3340458 November 20, 2007
PETSTAGES	76537520 August 15, 2003	2930186 March 8, 2005

,	l f	PUZ	PU:	PRO	PO	P00		SQL SQL	PL	PLU	P		PETST	PETST	
	REBOUND	PUZZLE SCRATCH	PUZZLE PLUSH	PRODUCTS WITH PURPOSE	PORT-A-BOWL	POOCH PICK-UP	POLYTEX	PLUSH PUPPIES SQUEAKER MAT	PLUSH PUPPIES	PLUSH BUDDIES	PIP SQEAKS	PFAT BAG	PETSTAGES and Design Perstages	PETSTAGES and Design	Trademark
86148747	86613858 April 29, 2015	87474466 June 4, 2017 (Response to office action due February 29, 2018)	85449223 October 17, 2011	86963937 April 4, 2016	77083300 January 15, 2007	77567244 September 10, 2008	78297894 September 9, 2003	86252051 April 14, 2014	76340774 November 20, 2001	85467700 November 8, 2011	78297888 September 9, 2003	86199676 February 20, 2014	76537524 August 15, 2003	76537521 August 15, 2003	Application Number/Date
1500051	5028061 August 23, 2016	5430255 March 20, 2018	4157679 June 12, 2012	5263470 August 15, 2017	3279252 August 14, 2007	3611770 April 28, 2009	2881726 September 7, 2004	4640942 November 18, 2014	3203221 January 30, 2007	4157895 June 12, 2012	2908525 December 7, 2004	4601504 September 9, 2014	3340461 November 20, 2007	3067057 March 14, 2006	Registration Number/Date

Trademark	Application Number/Date	Registration Number/Date
SEEK.SQUEAK.REPEAT	86193513 February 13-2014	4601425 Sentember 9 2014
CL INICCOUR	86577161	5027965
SLINGSOCK	March 26, 2015	August 23, 2016
SLO-BOWL	86016993 July 23, 2013	4501130 March 25, 2014
SMART PAW	78666481 July 8, 2005	3420018 April 29, 2008 (Renewal due April 29, 2018)
SNEAKY SQUEAKY BALL	87670286 November 2, 2017	5433590 March 27, 2018
SPILL GUARD	86093697 October 17, 2013	4598864 September 2, 2014
SSSUPREME SNAKES	87614788 September 19, 2017	5433523 March 27, 2018
STAR SPINNER DOG TOY PUZZLE and Design		,
	85599292 April 16, 2012	4404158 September 17, 2013
THE WOOF PACK and Design	86242158 April 4, 2014	4757258 June 16, 2015
THEY KEEP ON SQUEAKING EVEN WHEN PUNCTURED!	85775878 November 9, 2012	4287105 February 5, 2013
THOR	76707127 April 1, 2011	4222076 October 9, 2012
THOR and Design	76707128 April 1, 2011	4222077 October 9, 2012

Pending	November 21, 2013 87/681428 11/12/2017	HEDGEHOGZ
4551892	86131549	YIN-YANG-YUM
3279263 August 14, 2007	77093974 January 29, 2007	WALK 'N ROLL
4157911 June 12, 2012	85478379 November 21, 2011	TUFF ONES
4246111 November 20, 2012	85640099 May 31, 2012	TUFF GUYS
4923858 March 22, 2016	86459440 November 19, 2014	TREATER TOTTER
4404159 September 17, 2013	85599309 April 16, 2012	
		TREAT WHEEL DOG TOY PUZZLE and Design
4278553 January 22, 2013	85575190 March 21, 2012	TREAT TRIAD
5428383 March 20, 2018	87581187 August 23, 2017	TOWER OF TRACKS
5241606 July 11, 2017	87314930 January 26, 2017	TOUGH SEAMZ
4828040 October 6, 2015	86273760 May 7, 2014	TIGER SEAMZ
4551944 June 17, 2014	86168007 January 16, 2014	TIC-TAC-TWIRL
Registration Number/Date	Application Number/Date	Trademark

Trademark Application Number/Date	87/681423	11/12/2017	87/681401	11/12/2017	87/681395	11/12/2017	87/536733	7/20/2017	85/897265	
er/Date Registration Number/Date	5497299	June 19, 2018	5497296	June 19, 2018	5497295	June 19, 2018	5412084	February 27, 2018	4400254	9/10/2013

CHEDULE II

2018 Trademark Collateral

Mark	Serial No.	Reg. No.
	(Filing Date)	(Reg. Date)
GURU	88/082547	n/a
	(08/17/2018)	
STROBE	87/633612	5,499,608
	(10/04/2017)	(06/19/2018)
CAMPUS DOG	86/978321	4,924,485
	(03/24/2014)	(03/22/2016)
SNOOP	86/032130	4,497,880
	(08/08/2013)	(03/18/2014)
MAZEE	85/432886	4,184,375
	(09/27/2011)	(07/31/2012)
PLANET CAT	78/895474	3,222,718
	(05/30/2006)	(03/27/2007)
ZOOM FLYER	78/812187	3,204,691
	(02/10/2006)	(01/30/2007)
SIT. SPEAK. ACT.	78/750774	3,209,771
	(11/09/2005)	(02/13/2007)
DOUBLE-TUFF	78/758197	3,204,684
	(11/21/2005)	(01/30/2007)
RECYCLEBALL	78/504964	3,091,455
	(10/25/2004)	(05/09/2006)
RECYCLEBONE	78/504962	3,091,454
	(10/25/2004)	(05/09/2006)
GUS	78/617760	3,600,204
	(04/27/2005)	(03/31/2009)

TRADEMARK REEL: 007255 FRAME: 0333

Mark	Serial No.	Reg. No.
	(Filing Date)	(Reg. Date)
GURU	88/082547	n/a
	(08/17/2018)	
WHISTLE BALL	78/528453	3,541,789
	(12/07/2004)	(12/02/2008)
SNACK SACK	78/483028	3,086,569
	(09/14/2004)	(04/25/2006)
ORBEE-TUFF	78/350590	2,916,527
	(01/12/2004)	(01/04/2005)
WOOD CHUCK	77/790843	3,881,032
	(07/28/2009)	(11/23/2010)
PLANET DOG EST. 1997 & Design		
PLANET		
	77/037889	3,281,982
PLANET DOG	(11/06/2006)	(08/21/2007)
	(11/06/2006)	(08/21/2007)
ALL OF PLANET DOG'S ORBEE-TUFF TOYS ARE NOW MADE IN THE U.S.A.? &		
Design		
let freedom rampi		
Period Days Chiego Chie	77/328957	3,565,655
STATE OF LIFE MACHON.	(11/14/2007)	(01/20/2009)

Mark	Serial No.	Reg. No.
GURU	88/082547	n/a
	(08/17/2018)	
RESCUE. RAISE. LOVE. ADOPT. & Design		
	77/436079	3,530,512
	(03/31/2008)	(11/11/2008)
WOOFMINSTER DOG SHOW	77/292817	3,522,099
	(10/01/2007)	(10/21/2008)
SLOBBER-WICK	77/128161	3,458,983
	(03/12/2007)	(07/01/2008)
PLANET DOG	76/130064	2,490,662
	(09/18/2000)	(09/18/2001)
LIFE'S A BONE	76/510543	2,816,881
	(05/01/2003)	(02/24/2004)
ORBEE	76/287024	2,536,601
	(07/19/2001)	(02/05/2002)
PLANET DOG	75/369263	2,169,756
	(10/07/1997)	(06/30/1998)

RECORDED: 04/13/2021

Fun Feeder

Reg. No. 5,412,084

THE KYJEN COMPANY, LLC (COLORADO LIMITED LIABILITY COMPANY)

Registered Feb. 27, 2018

15514 E. Hinsdale Circle Centennial, COLORADO 80112

Int. Cl.: 21

CLASS 21: Pet feeding and drinking bowls

Trademark

FIRST USE 1-1-2017; IN COMMERCE 1-1-2017

Principal Register

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY

PARTICULAR FONT STYLE, SIZE OR COLOR

No claim is made to the exclusive right to use the following apart from the mark as shown:

"FEEDER"

SER. NO. 87-536,733, FILED 07-20-2017



Tower of Tracks

Reg. No. 5,428,383 the Kyjen Company, LLC (COLORADO LIMITED LIABILITY COMPANY)

15514 E. Hinsdale Circle

Registered Mar. 20, 2018 Centennial, COLORADO 80112

Int. Cl.: 28 CLASS 28: Cat toys

Trademark FIRST USE 5-1-2013; IN COMMERCE 6-1-2013

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY

Principal Register PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 87-581,187, FILED 08-23-2017



REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years* What and When to File:

- *First Filing Deadline:* You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- *Second Filing Deadline:* You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods* What and When to File:

• You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

*ATTENTION MADRID PROTOCOL REGISTRANTS: The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see http://www.wipo.int/madrid/en/.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at h ttp://www.uspto.gov.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at http://www.uspto.gov.

Page: 2 of 2 / RN # 5428383

BEST FRIENDS BY SHERI

Reg. No. 5,781,063 Sentiments, Inc. (CALIFORNIA CORPORATION)

5635 Smithway Street

Registered Jun. 18, 2019 Commerce, CALIFORNIA 90040

Int. Cl.: 20, 28 CLASS 20: Beds for household pets; Pet furniture; Pillows; Pillows for household pets;

Novelty pillows; Portable beds for pets

Trademark FIRST USE 12-00-2011; IN COMMERCE 12-00-2011

Principal Register CLASS 28: Pet toys

FIRST USE 7-00-2012; IN COMMERCE 7-00-2012

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY

PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 88-195,486, FILED 11-15-2018



REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years* What and When to File:

- *First Filing Deadline:* You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- *Second Filing Deadline:* You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods* What and When to File:

• You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

*ATTENTION MADRID PROTOCOL REGISTRANTS: The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see http://www.wipo.int/madrid/en/.

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NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at http://www.uspto.gov.

Page: 2 of 2 / RN # 5781063

DEEP DISH

Reg. No. 5,781,065 Sentiments, Inc. (CALIFORNIA CORPORATION)

5635 Smithway Street

Registered Jun. 18, 2019 Commerce, CALIFORNIA 90040

Int. Cl.: 20 CLASS 20: Beds for household pets; Pet furniture; Pillows; Pillows for household pets;

Novelty pillows; Portable beds for pets

Trademark FIRST USE 12-00-2011; IN COMMERCE 12-00-2011

Principal Register THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY

PARTICULAR FONT STYLE, SIZE OR COLOR

SER. NO. 88-195,507, FILED 11-15-2018



REQUIREMENTS TO MAINTAIN YOUR FEDERAL TRADEMARK REGISTRATION

WARNING: YOUR REGISTRATION WILL BE CANCELLED IF YOU DO NOT FILE THE DOCUMENTS BELOW DURING THE SPECIFIED TIME PERIODS.

Requirements in the First Ten Years* What and When to File:

- First Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) between the 5th and 6th years after the registration date. See 15 U.S.C. §§1058, 1141k. If the declaration is accepted, the registration will continue in force for the remainder of the ten-year period, calculated from the registration date, unless cancelled by an order of the Commissioner for Trademarks or a federal court.
- Second Filing Deadline: You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between the 9th and 10th years after the registration date.* See 15 U.S.C. §1059.

Requirements in Successive Ten-Year Periods* What and When to File:

• You must file a Declaration of Use (or Excusable Nonuse) and an Application for Renewal between every 9th and 10th-year period, calculated from the registration date.*

Grace Period Filings*

The above documents will be accepted as timely if filed within six months after the deadlines listed above with the payment of an additional fee.

*ATTENTION MADRID PROTOCOL REGISTRANTS: The holder of an international registration with an extension of protection to the United States under the Madrid Protocol must timely file the Declarations of Use (or Excusable Nonuse) referenced above directly with the United States Patent and Trademark Office (USPTO). The time periods for filing are based on the U.S. registration date (not the international registration date). The deadlines and grace periods for the Declarations of Use (or Excusable Nonuse) are identical to those for nationally issued registrations. See 15 U.S.C. §§1058, 1141k. However, owners of international registrations do not file renewal applications at the USPTO. Instead, the holder must file a renewal of the underlying international registration at the International Bureau of the World Intellectual Property Organization, under Article 7 of the Madrid Protocol, before the expiration of each ten-year term of protection, calculated from the date of the international registration. See 15 U.S.C. §1141j. For more information and renewal forms for the international registration, see http://www.wipo.int/madrid/en/.

NOTE: Fees and requirements for maintaining registrations are subject to change. Please check the USPTO website for further information. With the exception of renewal applications for registered extensions of protection, you can file the registration maintenance documents referenced above online at h ttp://www.uspto.gov.

NOTE: A courtesy e-mail reminder of USPTO maintenance filing deadlines will be sent to trademark owners/holders who authorize e-mail communication and maintain a current e-mail address with the USPTO. To ensure that e-mail is authorized and your address is current, please use the Trademark Electronic Application System (TEAS) Correspondence Address and Change of Owner Address Forms available at http://www.uspto.gov.

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Please note that U.S. Customs & Border Protection (CBP), a bureau of the Department of Homeland Security, maintains a trademark recordation system for marks registered at the United States Patent and Trademark Office. Parties who register their marks on the Principal Register may record these marks with CBP, to assist CBP in its efforts to prevent the importation of goods that infringe registered marks. The recordation database includes information regarding all recorded marks, including images of these marks. CBP officers monitor imports to prevent the importation of goods bearing infringing marks, and can access the recordation database at each of the 317 ports of entry.

In October 2005, CBP released the **Intellectual Property Rights e-Recordation (IPRR)** system. This new system allows right holders to electronically file IPR recordation applications, thus significantly reducing the amount of time normally required to process paper applications. Some additional benefits of the new system include:

- Elimination of paper applications and supporting documents.
- Copies of the certificate issued by the registering agency (U.S. Patent and Trademark Office or the Copyright Office) are retained by the right holder, not submitted to CBP.
- Payment by credit card (preferred), check or money order.
- Ability to upload images of the protected work or trademark, thus obviating the need to send samples to CBP.
- Reduced time from filing of the application to enforcement by field personnel.

Information about how to obtain a recordation, and about CBP's **Intellectual Property Rights** (https://www.cbp.gov/trade/priority-issues/ipr/protection) border enforcement program, is available at CBP's web site, www.cbp.gov. Or, go directly to the CBP recordation page.

USPTO Emails vs. Potentially Misleading Offers and Notices from Private Companies

Make sure you receive our emails about your registration

We will send you email reminders when your deadline approaches to file the necessary maintenance filings to keep your registration active. We do **not** send reminders by regular mail. We will also use an authorized owner's email address to serve notice if a petition to cancel your registration is filed with the Trademark Trial and Appeal Board.

To receive emails:

- Authorize receipt of correspondence by email by checking the designated box on the Trademark Electronic Application System (TEAS) Change of Correspondence Address and Change of Owner's Address Forms on https://www.uspto.gov/trademarks/teas/.
- Make sure the USPTO is on your "approved senders list" and that email from the USPTO is not treated as junk mail.
- Let us know if your email address changes.

To update your email address:

- Use the TEAS Change of Correspondence Address and Change of Owner's Address Forms on https://www.uspto.gov/trademarks/teas/.
- If an attorney represented you before your mark was registered but no longer represents you, use the TEAS Attorney Revocation/Appointment Form to remove your prior attorney's name and to add your email address so that the email reminders come directly to you.

Beware of potentially misleading offers and notices

All official correspondence about your registration will be from the "United States Patent and Trademark Office" in Alexandria, VA, and, if by email, from the domain "@uspto.gov." Our email reminders will direct you to make the necessary filings and pay the associated fees online through TEAS, and will not request any fees by mail.

Private companies **not** associated with the USPTO often use trademark application and registration information from our databases to mail or email trademark-related offers and notices. These offers and notices may include legal services, trademark monitoring services, recording trademarks with U.S. Customs and Border Protection, and "registering" trademarks in a private registry. Most companies require "fees" to be paid.

These companies may have names similar to the USPTO. Their names may include the terms "United States," "U.S.," "Trademark," "Patent," "Registration," "Office," or "Agency." Some companies attempt to make their offers and notices look like official government documents by using official government data publicly available from USPTO records.

Where to report misleading offers and notices,

If you receive a trademark-related offer or notice that you believe is misleading, please immediately file a consumer complaint with the Federal Trade Commission (FTC) at www.FTC.gov and retain the notice and the envelope it came in. We also encourage recipients of misleading trademark-related mailings to contact their state consumer protection authorities.

For more information, including examples, visit our webpage called "Caution: misleading notices." If the company who contacted you is not identified on our webpage, please email TrademarkAssistanceCenter@uspto.gov and attach a copy of the notice and the envelope it came in, so that we may consider adding the example to our webpage. Unfortunately, we do not have the legal authority to pursue refunds from a private company for you if you paid money or signed up for services based on a misleading offer or notice.

Wholesome Pride

Reg. No. 6,301,802

Registered Mar. 23, 2021

Int. Cl.: 31

Trademark

Principal Register

The Kyjen Company, LLC (COLORADO LIMITED LIABILITY COMPANY) 7337 S Revere Parkway

Centennial, COLORADO 80112

CLASS 31: Pet treats

FIRST USE 3-19-2014; IN COMMERCE 4-1-2014

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT STYLE, SIZE OR COLOR

OWNER OF U.S. REG. NO. 4771934, 4776157

SER. NO. 88-166,234, FILED 10-23-2018



